

**EFFINGHAM COUNTY, GEORGIA  
REQUEST FOR QUOTE  
RFQ NO. 17-023**

**QUOTATION FOR :** Abercorn Creek & Steel Bridge Boat Landing Improvements

**EFFINGHAM COUNTY PURCHASING AGENT**  
601 N. LAUREL STREET  
SPRINGFIELD, GEORGIA 31329  
(912) 754-2159 (PHONE)  
(912) 754-8413 (FAX)  
[fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

**DATE ISSUED:** 4 April, 2017  
**DATE DUE:** 18 April, 2017  
**TIME DUE:** 11.00am (local time)  
**DEPT. FOR:** All

NOTE: Each Vendor or Contractor submitting a response to this request will be responsible for providing any or all of the items or services listed below, **as described** upon receipt of an Effingham County Purchase Order or executed Contract for such items or service. “Effingham County is an Equal Opportunity Employer”, M/F/H, all vendors are required to be Equal Opportunity Employers M/F/H.

**GENERAL INFORMATION:**

The purpose of this proposal is to solicit written quotations for Abercorn Creek and Steel Bridge Boat Landing Improvements. **ALL QUOTES SHOULD BE CONTAINED IN A SEALED OPAQUE ENVELOPE, CLEARLY MARKED “SEALED BID 17-023” AND WILL BE PUBLICLY OPENED AND READ ALOUD AT 11.00 AM LOCAL TIME ON TUESDAY 18 APRIL, 2017 AT THE ADMINISTRATIVE COMPLEX AT THE ADDRESS LISTED ABOVE.**

Effingham County Board of Commissioners reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Effingham County Board of Commissioners also reserves the right to make minor changes or further negotiate details and terms. Once the quote is accepted and terms are set, if the vendor fails to deliver within the agreed upon time Effingham County reserves the right to accept a quote from another vendor. Effingham County has the option of selecting more than one vendor for the services outlined in this RFQ.

**1.0 BILLING/INVOICES:** All invoices are to be mailed to:  
*Effingham County Finance Department  
601 North Laurel Street  
Springfield, GA 31329*

**2.0 BID RECIPIENT:** This bid is submitted to :  
*Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329*

**3.0 BIDDER’S ACKNOWLEDGEMENTS:** Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**4.0 BIDDER’S REPRESENTATIONS:** In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.

**5.0 BASIS OF BID:** Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, as determined in the Purchase Order or Contract Documents.

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## **SPECIFICATIONS**

### **RFQ No. 17-023**

#### **Abercorn Creek**

Construction and installation of a push slab extension as defined on enclosed construction drawings for the existing boat ramp at Abercorn Creek in Effingham County, Georgia.

All necessary permitting is in hand. For required stipulations per permitting agencies please see **Attachment H**.

**The push slab must be installed and complete by May 31, 2016 per EPD permitting requirements.**

Purchase and installation of an informative educational sign along the bank that informs the public about local wildlife, erosion control, and/or water quality. The sign must be installed by June 30, 2016.

#### **Steel Bridge**

Construction and installation of a push slab extension as defined on enclosed construction drawings for the existing boat ramp at Steel Bridge in the Ogeechee River in Effingham County, Georgia.

All necessary permitting is in hand. For required stipulations per permitting agencies please see **Attachment I**.

**The push slab must be installed and complete by May 31, 2016 per EPD permitting requirements.**

As time is critical, no other construction as specified by the plans is to occur.

Purchase and installation of an informative educational sign along the bank that informs the public about local wildlife, erosion control, and/or water quality. The sign must be installed by June 30, 2016.

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**RFQ No. 17-023**

**Abercorn Creek & Steel Bridge Boat Landing Improvements**

**QUOTE (page 1)**

Bidder will complete the work for the following price

Description	Bid Price
Abercorn Creek Boat Landing Improvements - <b>LUMP SUM - COMPLETE</b>	\$
Description	Bid Price
Steel Bridge Boat Landing Improvements - <b>LUMP SUM - COMPLETE</b>	\$

FIRM OR CORPORATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE/TITLE

**RFQ No. 17-023**

**Abercorn Creek & Steel Bridge Boat Landing Improvements**

**QUOTE (page 2)**

**The following forms must be submitted along with the quote:**

- COPY OF THE BUSINESSES W-9
- COPY OF THE BUSINESS LICENSE
- COPY OF ANY PROFESSIONAL LICENSURE ASSOCIATED WITH THE WORK TO BE PERFORMED.
- CERTIFICATE OF INSURANCE
- COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT
- COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT
- DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT A)
- PROMISE OF NON-DISCRIMINATION STATEMENT (ATTACHMENT B)
- DISCLOSURE OF RESPONSIBILITY STATEMENT (ATTACHMENT C)
- NON-COLLUSIVE AFFIDAVIT (ATTACHMENT D)
- CONTRACTOR AFFIDAVIT AND AGREEMENT (ATTACHMENT E)

*Note: Quotes not fully completed will be considered incomplete and may be rejected*

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**EXCEPTION SHEET**

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

---

DATE

---

SIGNATURE/TITLE

---

COMPANY

**LEGAL NOTICE**

**REQUEST FOR QUOTATION**

**RFQ No. 17-023**

**Abercorn Creek & Steel Bridge Boat Landing Improvements**

Effingham County Board of Commissioners will be accepting quotes until **11.00am (local time) on Tuesday April 18, 2017** at the Effingham County Administrative Complex, 601 North Laurel Street, Springfield, GA 31329 for **RFQ No. 17-023 Abercorn Creek & Steel Bridge Boat Landing Improvements**.

Bid packages and instructions are available at the address listed above or online at [www.effinghamcounty.org](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact Effingham County purchasing office at (912) 754-2159 ext. 4572 or via email: [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H/V; ALL PROPOSERS ARE REQUIRED TO BE EQUAL OPPORTUNITY EMPLOYERS".

**EFFINGHAM 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.

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

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT ( <i>if applicable</i> )
		PAYMENT BOND- UPON AWARD OF CONTRACT ( <i>if applicable</i> )
X		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY) ( <i>if applicable- before any subcontractor work is performed</i> )
X		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
		LIST OF SUB-CONTRACTORS ( <i>if applicable</i> )
X		ATTACHMENTS
X		COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OR COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT
X		RECEIPT OF ADDENDA IF ANY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**THIS SHEET MUST BE INCLUDED WITH BID PACKET**



## INSTRUCTIONS TO BIDDERS

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

**1.2 How to Prepare Bid Proposals:** All bid proposals shall be submitted on the form enclosed herewith, unless otherwise prescribed, and all documents must be submitted

All bid proposals shall be 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 / proposal. **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 Bid Proposals:** All bid proposals shall be:

**A. Submitted in sealed opaque envelopes, plainly marked with the bid number, bid title, bid closing date, and company name.**

**B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**

- **Mailing Address: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**
- **Hand Delivery: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**

Please check the County's website [www.effinghamcounty.org](http://www.effinghamcounty.org) prior to submission for any addendum to the RFQ

### **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 request for quote and/or these specifications should be brought to the attention of the County Purchasing Agent in writing. The objections contemplated may pertain to form and/or substance of the request for quote documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for quote.

**1.5 Failure to Bid:** If a Bid is not submitted, the business should return this request for quote completing Attachment G, stating the 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 Confidentiality of Documents:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Respondent names who submit proposals on this RFQ and total prices will be read aloud publicly, but the details and particulars of the proposal documents will remain confidential until final award of the contract / purchase order.
- 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 Effingham County in such capacity before a contract has been entered into between such party and the County.
- Contract:** Whenever the term "Contract" is used it shall encompass "purchase order" and "agreement"
- 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 request for quote.
- 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 Governing Law:** Any contract and/or agreement and any addendums to it that result from this RFQ shall be governed by the laws of Georgia, with venue in Effingham County.
- 1.13 Contractor:** Contractor or subcontractor means any person or business having a contract with Effingham County. The Contractor/Vendor of construction, supplies, 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.
- 1.14 County:** Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.
- 1.15 Debarred Firms and Pending Litigation:** Any potential bidder/firm listed on the Federal or State of Georgia 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 bidder/firm previously defaulting or terminating a contract with the County will not be considered.

Bidder acknowledges that in performing contract work for the County, 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 the firm with respect to County contract.

\*\* All Bidders are to read and complete the Bidder's certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment C to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

- 1.16 Protection of Resident Workers:** Effingham 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.

- 1.17 Immigration:** On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing 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.

**\*\* All Bidders are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive**

- 1.18 Non-Collusion Affidavit:** All Vendors must complete the non-collusion affidavit enclosed as Attachment D per OCGA 36-91-21 (e).
- 1.19 Statement of Disclosure:** All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “*Interest*” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

- 1.20 Term of the Contract:** One time lump sum contract.
- 1.21 Termination of Contract:** Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed. The Vendor shall have the right to terminate the contract with Effingham County by giving written notice 90 days in advance of its election to do so and by specifying the effective date of such termination.

- 1.22 **Insurance Provisions:** The selected Bidder 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 Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder **(This is to always include Effingham County)**.

**Limits of Insurance:**

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$300,000 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 duties. Minimum limits: \$500,000 for each accident, disease policy limit, and 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: \$300,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

**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 or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- 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 invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation 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, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. 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 Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- 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 Effingham County Board of Commissioners.
- H. **Deductible 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 Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

- 1.23 Additional Coverage for Engineering, Architectural and Surveying Services:** Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 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.
- 1.24 Indemnification:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.
- 1.25 Payments:** Advance payments for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract.

Progress payments or draw for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract.

Payment of invoices resulting from work contracted as a result of this RFQ will be made within the time frame specified in the contract resulting from this RFQ.

Final payment for any work contracted as a result of this RFQ shall be made within the time frame specified in the contract resulting from this RFQ.

Notwithstanding any other payment provisions of a contract resulting from this RFQ, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of full payment under a contract resulting from this RFQ unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted for work performed under a contract resulting from this RFQ.

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**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 full.

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 Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFQ No. 17-023 – Abercorn Creek & Steel Bridge Boat Landing Improvements** 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, dispensation, 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 this presence, that I (We) \_\_\_\_\_

Name \_\_\_\_\_, (herein after "Company"), Title \_\_\_\_\_

In consideration of the privilege to Bid on the following Effingham County Procurement titled **RFQ No. 17-023 – Abercorn Creek & Steel Bridge Boat Landing Improvements** I hereby consent, covenant, and agree as follows:

A. 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 Effingham County or the performance of the contract resulting there from;

B. 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; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded;

E. 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**  
**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 voluntarily excluded from participation in this transaction by any Federal Department or Agency, State of Georgia, 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.

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



**ATTACHMENT D**

**NON-COLLUSIVE AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Effingham County Board of Commissioner’s policies, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud of any type. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized by my employer to sign this statement on their behalf.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with any others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on this project by any means whatsoever, nor has Affiant caused or induced another to withdraw a bid or offer for the work and/or to submit an invalid and or incorrect bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is a bona fide offer, and that no one has contacted any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to other bidders, to do so at a higher prices.

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
President / Vice President / Principal / Owner

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_

\_\_\_\_\_  
Secretary / Assistant Secretary

Affix corporate seal here, if a corporation

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

NOTE: If the Subcontractor is a partnership, all of the partners and officers, agents, or other persons who may have represented or acted on behalf of the partnership in bidding for or procuring this contract shall also make this oath.

If the Subcontractor is a corporation, all of the officers, agents, or other persons who may have represented or acted on behalf of the corporation in bidding for or procuring this contract shall also make this oath.

**ATTACHMENT E  
STATE OF GEORGIA  
EFFINGHAM COUNTY**

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/ Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

My Commission Expires: - \_\_\_\_\_ , 20 \_\_\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**ATTACHMENT F  
STATE OF GEORGIA  
EFFINGHAM COUNTY**

**SUBCONTRACTOR AFFIDAVIT**

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 that is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the Contractor in order to be provided to the County within five (5) days of entering into the contract for hire.

\_\_\_\_\_  
EEV/ Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Address

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YYYY)			
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED								
			INSURERS AFFORDING COVERAGE		NAIC #			
			INSURER A:					
			INSURER B:					
			INSURER C:					
			INSURER D:					
			INSURER E:					
<b>COVERAGES</b>								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
				GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS								
<b>CERTIFICATE HOLDER</b>					<b>CANCELLATION</b>			
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to this Bid.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACH COPY OF LICENCE(S)**

**ATTACHMENT G**  
**NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your “responsiveness” and “constructive” comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Bids. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Bid Time - Insufficient time to properly respond to Bid or proposal.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - From Bidders list for this particular commodity or service.
- Keep - Our Company on your Bidders list for future reference.
- Project is - Too Large \_\_\_\_\_ Too Small \_\_\_ Site Location Too Distant .
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

*CONSTRUCTION PROJECTS:* Please provide reason for obtaining a Bid package. Check one below.

- Interest in this project as a: Prime Contractor \_\_\_\_\_ ,
- Sub-Contractor \_\_\_\_\_ . Supplier \_\_\_\_\_ .

**RFQ No. 17-023 – Abercorn Creek & Steel Bridge Boat Landing Improvements**

**Signature:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**ATTACHMENT H (page 1 of 5)**



**Effingham Co. Development Services**

601 North Laurel Street  
Springfield, Georgia 31329  
Phone: (912) 754-2105  
Fax: (912) 754-2107

August 8, 2016

Fish and Wildlife Service  
105 West Park Drive, Suite D  
Athens, GA 30606

RE: Abercorn Creek Boat Ramp--Construction Conditions for Manatee Habitat

To Whom It May Concern:

On behalf of the Effingham Board of Commissioners, I hereby respectfully submit its acknowledgement of and resolution to comply with the construction conditions for manatee habitat as per attachment 1 of the letter issued from Mr. Strant Colwell on December 15, 2015, for the above referenced project. The County will adhere to all conditions as stated from letter a to letter n.

Should you have any questions or comments related to this submittal, feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Wesley Sherrod', is written over a light blue circular scribble.

Wesley Sherrod, P.E.  
Effingham County Civil Engineer  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, Georgia 31329  
Telephone: (912) 754-8060  
Facsimile: (912) 754-4157  
E-mail: [WSherrod@EffinghamCounty.org](mailto:WSherrod@EffinghamCounty.org)



**ATTACHMENT H (page 2 of 5)**



United States Department of the Interior

**Fish and Wildlife Service**  
105 West Park Drive, Suite D  
Athens, Georgia 30606

West Georgia Sub Office  
Post Office Box 52560  
Fort Benning, Georgia 31995

Coastal Sub Office  
4980 Wildlife Drive, NE  
Townsend, Georgia 31331

December 15, 2015

Mr. Wesley Sherrod, P.E.  
Effingham County Civil Engineer  
601 North Laurel Street  
Springfield, Georgia 31329

Re: USFWS File Number 2016-0180

Dear Mr. Sherrod:

The U.S. Fish and Wildlife Service has reviewed your correspondence requesting information regarding protected species related to possible effects of your proposed "Abercorn Landing Boat Ramp Improvements" project. The Effingham County Board of Commissioners is proposing to provide a push slab extension for the existing Abercorn Landing boat ramp on Abercorn Creek in Effingham County, Georgia. This project would be funded via the Coastal Incentive Grant program funded by the National Oceanic and Atmospheric Administration (NOAA) and administered by the Coastal Resources Division of the Georgia Department of Natural Resources. Our comments are provided in accordance with provisions of the Endangered Species Act of 1973, as amended; (16 U.S.C. 1531 *et seq.*) to further the conservation of fish and wildlife resources and their habitat.

West Indian manatees (*Trichechus manatus*) are considered to occur within all tidal waters in coastal Georgia. The State of Georgia has taken the position that all coastal waters that are large enough to accommodate manatees are considered to be manatee habitat. Construction activities for this project should follow the Construction Conditions for Manatee Habitat (attachment 1).

**ATTACHMENT H (page 3 of 5)**

We appreciate the opportunity to comment on this project. If you have any further questions, please contact our Coastal Georgia Sub Office biologist, Gail Martinez, at 912-832-8739 extension 7.

Sincerely,



Strant Colwell  
Coastal Office Supervisor

Enclosure

cc: GADNR CRD, Brunswick, Georgia, Jill Andrews

**ATTACHMENT H (page 4 of 5)**

Construction Manatee Conditions

a. The permittee agrees that all personnel associated with the project will be advised that there are civil and criminal penalties for harming, harassing or killing manatees, which are protected under the Endangered Species Act of 1973 and the Marine Mammal Protection Act of 1972. The permittee and contractor will be held responsible for any manatee harmed, harassed or killed as a result of construction activities.

b. Siltation barriers will be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.

c. All vessels associated with the project will operate at "no wake/idle" speeds at all times while in the construction area. All vessels will follow routes of deep water whenever possible.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All construction and activities in open water will cease upon sighting of manatees within fifty feet of the project area. Construction activities will not resume until the manatees have left the project area for at least thirty minutes.

e. Extreme care will be taken in lowering equipment or materials, including, but not limited to piles, sheet piles, casings for drilled shaft construction, spuds, pile templates, anchors, etc., below the water surface and into the stream bed; taking any precaution not to harm any manatee(s) that may have entered the construction area undetected. All such equipment or materials will be lowered at the lowest possible speed.

f. The permittee agrees that any collision with a manatee shall be reported immediately to the U. S. Army Corps of Engineers (912-652-5347), the U. S. Fish and Wildlife Service, Ecological Services Field Office, (912-832-8739), and Georgia Department of Natural Resources (GADNR) (Weekdays 8:00 a.m. - 4:30 p.m.: 912-264-7218 or 1-800-272-8363; (nights and weekends: 1-800-241-4113). Any dead manatee(s) found in the project area must be secured to a stable object to prevent the carcass from being moved by the current before the authorities arrive. In the event of injury or mortality of a manatee, all aquatic activity in the project area must cease pending section 7 consultation under the Endangered Species Act with the US Fish and Wildlife Service and the lead Federal agency.

g. The permittee agrees that the contractor shall keep a log detailing sightings, collisions, or injury to manatees, which have occurred during the contract period.

h. The permittee agrees that following project completion, a report summarizing the above incidents and sightings will be submitted to the U. S. Fish and Wildlife Service, Ecological Services Field Office, Coastal Georgia Sub-Office, 4980 Wildlife Drive, NE Townsend, Georgia 31331.

i. All temporary construction materials will be removed upon completion of the work, and salt marsh areas will be restored. No construction debris or trash will be discarded in the water.

**ATTACHMENT H (page 5 of 5)**

j. The permittee shall regularly maintain all hoses, faucets, and/or freshwater discharges to prevent freshwater leakage into manatee habitat. This minimizes attraction of manatees to the community dock where boats are concentrated and a potential for increased boat/manatee collisions exists. Oil and sewage spill contingency plans should be in place for the community dock to protect manatees.

k. The permittee shall identify a person, community dock operator, or Homeowners Association who will be the contact for reporting manatee sightings, boat strikes or other manatee concerns with the U. S. Fish and Wildlife Service and GADNR.

l. A notarized verification letter stating that all permanent signs have been installed at designated locations shall be forwarded to the U. S. Corps of Engineers, Savannah District Office as soon as they are installed. Signs remain the responsibility of the permittee and are to be maintained in a clearly visible condition for the life of the docking facility.

m. The permittee agrees to install and maintain a minimum of two 3-foot by 4-foot temporary manatee awareness construction signs labeled "Manatee habitat - Idle Speed in Construction Area" shall be installed and maintained at prominent locations within the construction area/docking facility prior to the initiation of construction. One temporary sign will be located prominently adjacent to the construction permit and, if required, a second temporary construction sign will be installed in a location prominently visible to water related construction crews. Also, a minimum of two "Caution - Manatee Area 1-800-2 SAVE ME" temporary construction signs should be placed facing upstream and downstream of the project site. GADNR (912-264-7218) can assist in correct sign design and placement. Temporary construction signs will be removed by the permittee upon completion of construction.

n. Install permanent manatee awareness signs on or adjacent to the dock facility prior to operation of the facility. The "Use Idle Speed - Protect Georgia's Manatees" signs shall be installed on either end of the face of the facility, or on pilings located immediately adjacent to the upstream and downstream end of the fender system, in locations clearly visible from the navigation channel. GADNR (912-264-7218) will assist in correct sign design and placement. Sign installation criteria area attached.

ATTACHMENT I (page 1 of 5)



**Effingham Co. Development Services**  
601 North Laurel Street  
Springfield, Georgia 31329  
Phone: (912) 754-2105  
Fax: (912) 754-2107

August 8, 2016

Fish and Wildlife Service  
105 West Park Drive, Suite D  
Athens, GA 30606

RE: Steel Bridge Boat Ramp--Construction Conditions for Manatee Habitat

To Whom It May Concern:

On behalf of the Effingham Board of Commissioners, I hereby respectfully submit its acknowledgement of and resolution to comply with the construction conditions for manatee habitat as per attachment 1 of the letter issued from Mr. Strant Colwell on December 15, 2015, for the above referenced project. The County will adhere to all conditions as stated from letter a to letter n.

Should you have any questions or comments related to this submittal, feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wesley Sherrod', is written over a white background.

Wesley Sherrod, P.E.  
Effingham County Civil Engineer  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, Georgia 31329  
Telephone: (912) 754-8060  
Facsimile: (912) 754-4157  
E-mail: [WSherrod@EffinghamCounty.org](mailto:WSherrod@EffinghamCounty.org)

ATTACHMENT I (page 2 of 5)



United States Department of the Interior

**Fish and Wildlife Service**  
105 West Park Drive, Suite D  
Athens, Georgia 30606

West Georgia Sub Office  
Post Office Box 52560  
Fort Benning, Georgia 31995

Coastal Sub Office  
4980 Wildlife Drive, NE  
Townsend, Georgia 31331

December 15, 2015

Mr. Wesley Sherrod, P.E.  
Effingham County Civil Engineer  
601 North Laurel Street  
Springfield, Georgia 31329

Re: USFWS File Number 2016-0181

Dear Mr. Sherrod:

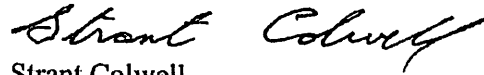
The U.S. Fish and Wildlife Service has reviewed your correspondence requesting information regarding protected species related to possible effects of your proposed “Steele Bridge Landing Improvements” project. The Effingham County Board of Commissioners is proposing to provide paved parking and existing driveway point repairs, river bank slope stabilization and boat ramp extension and rehabilitation for the existing Steele Bridge Landing on the Ogeechee River in Effingham County, Georgia. This project would be funded via the Coastal Incentive Grant program funded by the National Oceanic and Atmospheric Administration (NOAA) and administered by the Coastal Resources Division of the Georgia Department of Natural Resources. Our comments are provided in accordance with provisions of the Endangered Species Act of 1973, as amended; (16 U.S.C. 1531 *et seq.*) to further the conservation of fish and wildlife resources and their habitat.

West Indian manatees (*Trichechus manatus*) are considered to occur within all tidal waters in coastal Georgia. The State of Georgia has taken the position that all coastal waters that are large enough to accommodate manatees are considered to be manatee habitat. Construction activities for this project should follow the Construction Conditions for Manatee Habitat (attachment 1).

ATTACHMENT I (page 3 of 5)

We appreciate the opportunity to comment on this project. If you have any further questions, please contact our Coastal Georgia Sub Office biologist, Gail Martinez, at 912-832-8739 extension 7.

Sincerely,



Strant Colwell  
Coastal Office Supervisor

Enclosure

cc: GADNR CRD, Brunswick, Georgia, Jill Andrews

## ATTACHMENT I (page 4 of 5)

## Construction Manatee Conditions

- a. The permittee agrees that all personnel associated with the project will be advised that there are civil and criminal penalties for harming, harassing or killing manatees, which are protected under the Endangered Species Act of 1973 and the Marine Mammal Protection Act of 1972. The permittee and contractor will be held responsible for any manatee harmed, harassed or killed as a result of construction activities.
- b. Siltation barriers will be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
- c. All vessels associated with the project will operate at "no wake/idle" speeds at all times while in the construction area. All vessels will follow routes of deep water whenever possible.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All construction and activities in open water will cease upon sighting of manatees within fifty feet of the project area. Construction activities will not resume until the manatees have left the project area for at least thirty minutes.
- e. Extreme care will be taken in lowering equipment or materials, including, but not limited to piles, sheet piles, casings for drilled shaft construction, spuds, pile templates, anchors, etc., below the water surface and into the stream bed; taking any precaution not to harm any manatee(s) that may have entered the construction area undetected. All such equipment or materials will be lowered at the lowest possible speed.
- f. The permittee agrees that any collision with a manatee shall be reported immediately to the U. S. Army Corps of Engineers (912-652-5347), the U. S. Fish and Wildlife Service, Ecological Services Field Office, (912-832-8739), and Georgia Department of Natural Resources (GADNR) (Weekdays 8:00 a.m. - 4:30 p.m.: 912-264-7218 or 1-800-272-8363; (nights and weekends: 1-800-241-4113). Any dead manatee(s) found in the project area must be secured to a stable object to prevent the carcass from being moved by the current before the authorities arrive. In the event of injury or mortality of a manatee, all aquatic activity in the project area must cease pending section 7 consultation under the Endangered Species Act with the US Fish and Wildlife Service and the lead Federal agency.
- g. The permittee agrees that the contractor shall keep a log detailing sightings, collisions, or injury to manatees, which have occurred during the contract period.
- h. The permittee agrees that following project completion, a report summarizing the above incidents and sightings will be submitted to the U. S. Fish and Wildlife Service, Ecological Services Field Office, Coastal Georgia Sub-Office, 4980 Wildlife Drive, NE Townsend, Georgia 31331.
- i. All temporary construction materials will be removed upon completion of the work, and salt marsh areas will be restored. No construction debris or trash will be discarded in the water.



## ATTACHMENT I (page 5 of 5)

j. The permittee shall regularly maintain all hoses, faucets, and/or freshwater discharges to prevent freshwater leakage into manatee habitat. This minimizes attraction of manatees to the community dock where boats are concentrated and a potential for increased boat/manatee collisions exists. Oil and sewage spill contingency plans should be in place for the community dock to protect manatees.

k. The permittee shall identify a person, community dock operator, or Homeowners Association who will be the contact for reporting manatee sightings, boat strikes or other manatee concerns with the U. S. Fish and Wildlife Service and GADNR.

l. A notarized verification letter stating that all permanent signs have been installed at designated locations shall be forwarded to the U. S. Corps of Engineers, Savannah District Office as soon as they are installed. Signs remain the responsibility of the permittee and are to be maintained in a clearly visible condition for the life of the docking facility.

m. The permittee agrees to install and maintain a minimum of two 3-foot by 4-foot temporary manatee awareness construction signs labeled "Manatee habitat - Idle Speed in Construction Area" shall be installed and maintained at prominent locations within the construction area/docking facility prior to the initiation of construction. One temporary sign will be located prominently adjacent to the construction permit and, if required, a second temporary construction sign will be installed in a location prominently visible to water related construction crews. Also, a minimum of two "Caution - Manatee Area 1-800-2 SAVE ME" temporary construction signs should be placed facing upstream and downstream of the project site. GADNR (912-264-7218) can assist in correct sign design and placement. Temporary construction signs will be removed by the permittee upon completion of construction.

n. Install permanent manatee awareness signs on or adjacent to the dock facility prior to operation of the facility. The "Use Idle Speed - Protect Georgia's Manatees" signs shall be installed on either end of the face of the facility, or on pilings located immediately adjacent to the upstream and downstream end of the fender system, in locations clearly visible from the navigation channel. GADNR (912-264-7218) will assist in correct sign design and placement. Sign installation criteria area attached.