



REQUEST FOR PROSALS

NO. CCWSA_2011_002_WTP DREDGING

RFP SUBMITTAL DATE: Tuesday, September 20, 2011 @ 10:00 a.m.

PRE-PROPOSAL CONFERENCE DATE: Wednesday, September 7, 2011, @ 10:00 a.m.

**SUBMIT TO: CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY
P.O. BOX 5000
391 W. MAIN STREET
CANTON, GEORGIA 30114**

**CONTACT PERSON: DANNY CARSON, CONSTRUCTION COORDINATOR
770-479-1813 (extension 255)
E-MAIL: dan@ccwsa.com**

Prepared by:
Infratec Consultants, Inc.
1301 Hightower Trail, Suite, 130
Atlanta, Georgia 30350

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CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

**ADVERTISEMENT FOR PROPOSALS
Cherokee County Water & Sewerage Authority
CCWSA_2011_002_WTP Dredging**

The Cherokee County Water & Sewerage Authority pursuant to the provisions of O.C.G.A. 36-91-21, herein seeks competitive sealed proposals from Contractors for **removing debris by either dredging or excavation from the raw water settling reservoir at the Etowah River Water Treatment Plant.**

Proposals must be received by the Cherokee County Water & Sewerage Authority, P.O. Box 5000, 391 W. Main Street, Canton, Georgia, 30114 no later than 10:00 a.m. on Tuesday, September 20, 2011, at which time the receipt of proposals will be acknowledged. Late proposals will not be accepted.

The proposal documents for this RFP may be obtained from the Cherokee County Water & Sewerage Authority in its entirety at ccwsa.com or from Danny Carson, Construction Coordinator, P.O. Box 5000, 391 W. Main Street, Canton, Georgia, 30114, telephone number 770-479-1813. Any questions concerning this RFP shall be directed to Danny Carson.

An Optional pre-proposal conference will be held at the Etowah Water Treatment Plant at 10:00 a.m. on Wednesday September 7, 2011.

Proposal evaluation criteria and Contractor qualification requirements are contained in the RFP. Addendums, if any will be posted at ccwsa.com. Proposers shall check the website for addenda prior to submitting a proposal. All responsive proposal submissions will include signed copies of any posted addenda.

Each Bid must be accompanied by a Bid Bond with good and sufficient surety or sureties approved by the owner for faithful acceptance of the contract, payable to, in favor of, and for the protection of the OWNER in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, a certified check, cashier's check, or cash in equal amount. The successful proposer will be required to furnish the necessary additional Bond(s) as described in the RFP.

All Proposals will remain subject to acceptance for 65 days after the day of the RFP opening, but OWNER may, in its sole discretion, release any proposal and return the security bond prior to that date.

The Cherokee County Water & Sewerage Authority reserves the right to reject any or all proposals, waive technicalities and to make an award as deemed to be in the best interest of the Cherokee County Water & Sewerage Authority.

1.0 INTRODUCTION

1.1 Project Description

This request for proposals (RFP) is being issued by the Cherokee County Water & Sewerage Authority (“CCWSA”) to establish a contract with a qualified general contractor who will dredge the existing raw water settling reservoir at their Etowah River Water Treatment Facility (WTF) of debris that has accumulated. The existing reservoir receives raw water from the Etowah River where it is allow to settle before proceeding to the treatment process. Additional information and methods of removal are included in Section Two.

1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia 36-91-21 CCWSA certifies that the use of a competitive sealed bid will not be practical or advantageous to the CCWSA in completing the described work at the Etowah Water WTP. A competitive sealed proposal award method is being used.

1.3 Accessing the RPF

This document may be downloaded in its entirety at [www:ccwsa.com](http://www.ccwsa.com) or obtained from Danny Carson, Construction Coordinator at 770-479-1813.

1.4 Contact Person and Inquires

Any questions or suggestions concerning this RFP, not asked during the Pre-Proposal Conference, must be submitted in writing (email preferred but FAX and mail acceptable) to the Construction Coordinator listed below not later than seven (7) calendar days before the RFP due date.

Danny Carson, Construction Coordinator
Cherokee County Water & Sewerage Authority
P.O. Box 5000
Canton, Georgia 30114
E-Mail: dan@ccwsa.com
FAX: 770-479-5493

No response to inquires other than written will be binding on the CCWSA and no verbal responses shall be authoritative. The CCWSA reserves the right to issue written addenda to any inquires that alter the scope of the RFP. Addenda shall be posted to the CCWSA website, www.ccwsa.com no later than four (4) calendar days prior to the RFP due date. A signed copy of any addenda shall accompany submitted proposals. **Proposers are advised to check the website for addenda before submitting their Proposals.**

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1.5 Restrictions on Communication

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors and Suppliers responding to this RFP are not allowed to communicate for any reason with regard to this RFP to any CCWSA staff or Board Members except: 1.) through the Construction Coordinator named herein, 2.) at the pre-proposal conference. The CCWSA reserves the right to reject the submittal of any Contractor violating this provision.

1.5 Schedule of Events

Portions of the following schedule of events are tentative and the CCWSA reserves the right to change or alter the schedule for any events associated with this proposal and notify all Proposers per the requirements of the RFP. This schedule does not obligate the CCWSA to select, procure, or contract for any services whatsoever.

ACTIVITY	DATE	TIME
Release RFP	August 19, 2011	
Pre-Proposal Conference	September 7, 2011	10:00 a.m. EST
Deadline for Written Questions	September 13, 2011	5:00 p.m. EST
Last Date for Written Response to Website	September 16, 2011	5:00 p.m. EST
Proposals Due-Publicly Acknowledged Only	September 20, 2011	10:00 a.m. EST
Tentative Board Approval Date	October 31, 2011	
Tentative Award Date	November 1, 2011	
Tentative Notice to Proceed Date	November 14, 2011	

1.7 Pre-Proposal Conference

The CCWSA will hold an optional pre-proposal conference on Tuesday, September 7, 2011 at 10:00 a.m., local time at the Etowah River Water Treatment Plant Break Room. Attendance at the pre-proposal conference is voluntary for responding to this RFP; however, Proposers are encouraged to attend. The purpose of the pre-proposal conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the CCWSA through this RFP. A site visit will be conducted immediately following the pre-proposal conference.

1.8 Site Visit

The Proposer is advised to examine the location of the work and to inform themselves fully as to its conditions. Failure to examine the site will not relieve the successful Proposer of his obligation to carry out the provisions of this proposal.

Proposers will be allowed to visit the reservoir site from 8:00 a.m. to 10:00 a.m. prior to the pre-proposal conference and again after the conference until 4:00 p.m. The Etowah Water Treatment Plant is located at 583 Cokers Chapel Road, Ball Ground, Georgia 30107.

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1.9 Proposal Due Date

All proposals are due in the main office of the CCWSA located at:

Cherokee County Water & Sewerage Authority (CCWSA)
391 W. Main Street
Canton, Georgia 30114

on or before September 20, 2011 no later than 10:00 a.m., local time. All proposals will be received by the receptionist at the CCWSA main office. Any proposals received after this appointed time will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Proposals will not be publicly opened and acknowledged of receipt only on this date. See Proposal Evaluation for additional information on the CCWSA's method for opening and evaluating the proposals.

1.10 Definition of Terms:

Addendum – Revision to the RFP documents issued by the CCWSA prior to the receipt of proposals.

CCWSA – Cherokee County Water & Sewerage Authority

Competitive sealed proposal – means a method of soliciting public works contracts whereby the award is based upon criteria identified in a request for proposals (RFP) in conformance with the provisions of subsection © of Code Section 36-91-21(c).

Contractor/Vendor – General Contractor or Business that has been awarded the project.

N/A – Not Applicable or not used in the project.

O.C.G.A. – Official Code of Georgia Annotated (State Statute)

Owner – Cherokee County Water & Sewerage Authority

Proposal – the document submitted by the Proposer in response to this RFP.

Proposer - the entity or firm submitting a proposal in response to this RFP.

RFP – Request for Proposals

2.0 SCOPE OF SERVICES AND WORK TO BE PERFORMED

Proposers may offer a price proposal on either or both of the two options for removing the debris from the settling reservoir. The CCWSA will consider both cost and time in their evaluation process along with the other factors listed in section five. Included in this RFP are various drawings from the original construction drawings of the reservoir and a drawing of a more recent field survey of the reservoir bottom.

2.1 OPTION A – Dredge and Mechanically Dewater Debris

Under this option, the General Contractor shall dredge and mechanically dewater a combination of sand, silt, and filter backwash water debris from the bottom of the existing settling reservoir. Contractor shall furnish all required barges, pumps, belt press, centrifuges, trucks, and ancillary equipment to remove, dewater, and haul the dry solids from the site. The Contractor shall pay all cost associated with trucking and disposing of the material. The CCWSA has assumed the average weight of the removed soil to be 80 pounds per cubic feet in place. The CCWSA will test solids leaving the plant to determine quantities for the pay estimate. The Contractor, at his own cost, may provide his own testing laboratory for comparison purposes. The Contractor shall provide a set of certified scales and each truck shall be weighed entering and leaving the site. As an alternate, the Contractor may provide stamped in and out scale readings from a landfill site, with the scale tickets given to the Owner daily. The final quantities will be determined by using the percent solids and weight of the solids converted to dry tons.

Note that raw water and filter backwash water will be pumped into the pond on a daily basis and the level in the pond shall remain relatively the same level for the duration of the construction project. The Contractor shall have ninety (90) calendar days from the notice to proceed date to complete the dredging. The Contractor shall take this into consideration in preparing their proposal.

2.2 OPTION B – Drain and Excavate Debris

Under this option, the General Contractor shall coordinate with the water plant operator to drain the settling reservoir and then excavate the bottom of the reservoir back to its original grades and elevations. Contractor shall provide all grading equipment and trucks, and ancillary equipment to remove and haul a combination of sand, silt, and filter backwash debris from the site. The Contractor shall pay all cost associated with trucking and disposing of the material. It will be the Contractors responsibility to coordinate the content of the material with the final disposal site. The CCWSA and the Contractor shall measure the dewatered site before and after excavation on a weekly basis to calculate the cubic yards removed.

Note that raw water will be pumped directly from the Etowah River to the treatment basins for the duration of the construction project. Due to the piping arrangements at the plant the CCWSA will pump filter backwash water through the settling reservoir during the evening and non-construction hours of operation. The Contractor shall have ninety (90) calendar days from the notice to proceed date to complete the excavations. The

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Contractor shall allow the CCWSA seven (7) calendar days for draining the reservoir. The Contractor shall take this into consideration in preparing their proposal.

2.3 GENERAL REQUIREMENTS

2.3.1 Erosion Control

The Contractor shall be required to install two layers of Type “C” silt fence along the backslope of any areas where construction and dewatering or excavation staging activities will be located. The Contractor will be paid to install, maintain, and remove the silt fence per the unit price in their proposal. After a plan of construction is presented to the CCWSA by the Contractor the locations of the silt fence will be established.

The Contractor shall install and maintain a construction exist near the transition from the gravel road to asphalt near the settling reservoir road. The Contractor shall be responsible for keeping the tires of all trucks and equipment clean and shall not track mud onto any public road from the Water Plant site. A truck washing station may be required to ensure this does not happen. The Contractor shall install, maintain, and remove the construction exit and wash station at his own expense as part of the debris unit price in their Proposal.

2.3.2 Removal of Debris

The Contractor shall remove all sand, silt, filter backwash sludge and any other debris that are removed and or excavated from the settling reservoir from the Water Plant site. The CCWSA will not allow any material to be buried on site. The Contractor shall pay for all cost associated with transporting and any final disposal fees. The Contractor shall provide any materials testing as may be required by the final disposal site at his own expense.

2.3.3 Hours of Operation

The Contractor shall limit his hours of operation to 6:00 a.m. to 6:00 p.m. Monday through Saturday. The facility is staffed 24 hours per day and the front gate remains locked. Contractor shall coordinate access for construction activities with the Water Plant Operator on duty.

2.3.4 Temporary Utilities During Construction

The Contractor shall provide any temporary utilities needed by construction personnel including by not limited to power, phone, drinking water and sanitary facilities. The existing water plant structures are off-limits to all construction personnel and the limits of access will be the entrance road and the road around the settling reservoir. The Contractor may have access to a fire hydrant for water associated with construction activities if requested. The CCWSA will install a fire hydrant meter and backflow preventer for monitoring the water usage for reporting purposed only.

3.0 PROPOSAL REQUIREMENTS

3.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Proposer should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

3.2 Packaging of Proposal

The package/container in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number and the name of the Proposer and their address. The CCWSA has no obligation to consider proposals which are not in properly marked containers.

Mark the outside of the shipping package as follows:
RFP CCWSA_2011_002_WTP Dredging
Proposer's Name and Address

Inside the shipping container, the proposal in response to this RFP must be appropriately labeled.

1. The contents of the inner package labeled "**Technical Proposal**" will include an original Technical Proposal (marked "Original") and seven (7) copies. Refer to Section 4 and the Respondent's Checklist for required content. The responding company's name must be clearly visible on the package.

3.3 Submission of Proposals

Proposals will be received by the CCWSA Construction Coordinator until 10:00 a.m. on September 20, 2011. Proposals will be acknowledged immediately following the deadline for compliance with the RFP submittal requirements. The marked original and seven (7) copies must be mailed, hand-delivered, or express mailed to:

Express Mail/ Delivery Address:	Danny Carson, Construction Coordinator Cherokee County Water & Sewerage Authority 391 West Main Street Canton, Georgia 30114-5000
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Any proposal received after the due date and time will not be evaluated.

4.0 TECHNICAL PROPOSAL CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills, and abilities to provide requested services. This section identifies the information that must be submitted in the Technical Proposal portion of the RFP.

4.1 Company Background and Experience

Provide a brief description of the Proposers Company, including any anticipated sub-contractors. Provide a brief description of the Proposers experience in similar type dredging or excavation type construction activities. If company brochures are included, provide in a separate Appendix.

4.2 Experience of Personnel

Provide a brief description on the key personnel anticipated for this project and any experience in this type of construction. If resumes are included, provide in a separate Appendix.

4.3 Project Understanding and Technical Approach

Discuss the proposers approach to accomplishing the scope of work as described in Section Two and offered in the Proposal. Provide details on equipment intended to use. The proposer may submit a proposal on either Option A or B or both. Address the approach by each option or options. As time without the normal use of the settling reservoir is critical provide a time for completion associated with each option.

4.4 Financial Stability

Provide financial information that would allow proposal evaluator to ascertain the financial stability of the proposer's firm.

- Include a recap of the most recent financial report and bonding capability along with letter from proposer's financial institution.

4.5 Business Litigation

Disclose any involvement by the organization or any officer or principal in any business related litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition. If no litigation applies state "no litigation" in the proposal.

4.6 List of exceptions to the General Conditions

Proposer shall list all exceptions to the General Conditions. If no exceptions state "no exceptions" in the proposal.

4.7 List of exceptions to the sample contract

Proposer shall list all exceptions to the sample contract included in the RFP. If no exceptions state “no exceptions” in the proposal.

4.8 Proof of Insurance

Attach proof of or ability to obtain the Insurance as required by Section 6.0 General Terms and Conditions, Item 24.

4.9 Proposer’s Bid Proposal

Complete the Proposer’s Bid Proposal and include in the proposal. (See Appendix A)

4.10 Proposer’s Checklist

Complete the Proposer’s Checklist (see Appendix B) and include in proposal. Circle the number of Addendum. Also sign and attach all addenda to the Proposer’s Checklist.

4.11 Proposer’s Information Form

Complete the Proposer’s Information Form (see Appendix C) and include in proposal.

4.12 Proposer’s Reference Form

Complete the Proposer’s Reference Form (see Appendix D) and include in proposal.

4.13 Proposer’s Affidavit of Non-Collusion

Complete the Proposer’s Affidavit of Non-Collusion (see Appendix E) and include in proposal.

4.14 Proposer’s Immigration Affidavit

Complete the Proposer’s Immigration Affidavit (see Appendix F) and include in the proposal.

4.15 Proposer’s Bid Bond

Complete the Proposer’s Bid Bond Form with applicable attachments from the bonding company (see Appendix G) and include in the proposal

5.0 PROPOSAL EVALUATION

5.1 Evaluation Process

The CCWSA will evaluate each proposal received on or before the due date and time. The evaluation process will be conducted in the following phases.

5.2 Administrative Review

The proposals will be reviewed and acknowledged by the Construction Coordinator after the proposal submittal time on the date of the submittal for the following administrative requirements:

1. Submitted by deadline
2. Sealed Technical Proposal
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included

5.3 Mandatory Requirements Review

Proposals that pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all Mandatory Requirements identified in Section 4.0 are addressed satisfactorily. The Evaluation Team will be selected by the CCWSA from staff members and others as deemed necessary.

5.4 Technical Proposal Evaluation

Proposals that pass the Mandatory Requirements Review will be independently evaluated and scored by each Technical Evaluation Team Member. Technical proposals will be scored in the following categories and may receive a maximum of one hundred (100) points.

Background and Experience of the Company	10
Experience of Personnel	5
Project Understanding and Technical Approach	40
Financial Stability	5
References	5
Litigation	5
Bid Proposal	<u>30</u>
TOTAL POINTS	100

5.5 Scoring Guidelines

The following scoring guidelines and matrix will be used in determining the final score for each proposal.

Assessment	Scoring Guidelines	Multiply x max points
No Response	<ul style="list-style-type: none"> When the response does not meet a mandatory requirement or deviates from the requirement, the proposal is disqualified 	0
Poor	<ul style="list-style-type: none"> Fails to address the RFP requirement Proposal is inadequate in most basic requirements, specifications, or provisions for the specific criteria 	0
Marginal	<ul style="list-style-type: none"> Proposal minimally addresses the RFP, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the respondent's response or proposed solution. Proposal meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria 	0.25
Adequate	<ul style="list-style-type: none"> Proposal adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the CCWSA's needs for specific criteria 	0.50
Good	<ul style="list-style-type: none"> Proposal more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria 	0.75
Excellent	<ul style="list-style-type: none"> Proposal exceeds minimum requirements, specification and provision in most aspects for the specific criteria 	100

5.6 Oral Presentations:

The CCWSA reserves the right to invite short listed Proposers to present their Qualifications and Approach to an evaluation team as part of the Technical Proposal

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Evaluation process. The "short list" will consist of two to four proposers with the highest-ranking scores after the Technical Proposal scores are tabulated.

5.7 Identification of Apparent Successful Contractor

The resulting Technical Proposal rank will be used to identify the apparent winner. Final award will be determined by the CCWSA Board of Directors.

5.8 Negotiations and Award with Apparent Winner

Prior to award, the apparent winning Proposer will be required to enter into discussions with the CCWSA to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the CCWSA. Failure to resolve differences will lead to rejection of the Contractors proposal. The CCWSA reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein. Final award will be in accordance with the attached contract (Appendix H) based on final negotiations and review by CCWSA Legal counsel for form and content.

5.9 Rejection of Proposals/Cancellation of RFP

CCWSA reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the CCWSA. It is also within the right of the CCWSA to reject submissions that do not contain all elements and information requested in this document. The CCWSA reserves the right to cancel this RFP at any time.

6.0 GENERAL TERMS AND CONDITIONS

1. PROPOSAL COSTS: The cost for developing a proposal is the sole responsibility of the Proposer. The CCWSA will not provide reimbursement for such costs.
2. PROPOSAL ACCEPTANCE TIME: Proposals requiring acceptance by the CCWSA in less than sixty five (65) calendar days may be rejected, unless so stated in the Proposer's response and accepted by the CCWSA.
3. DELIVERY TIME: Specify on the Proposal the delivery or completion time you are able to meet for the Scope of Work. Failure to meet stated delivery times may be ground for cancellation of contract.
4. PROPOSAL WITHDRAWAL: Submitted proposal may be withdrawn prior to the due date by a signed written request to the Construction Coordinator. To allow adequate time for evaluation, negotiation, and Board approval, no proposal can be withdrawn for a period of ninety (90) days following the opening of the proposals.
5. SUBSTITUTIONS: When references are made in proposal documents to trade names or to brand names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment with different trade names are offered, the Proposer has the burden of proving equivalency. Product literature or catalogs may be submitted to support claim of equality. (N/A)
6. PROPOSAL RESULTS: No proposal results will be issued by telephone. Instead parties may request a copy in writing by sending a self-addressed, stamped envelope request to: CCWSA Construction Coordinator, P. O. Box 5000, Canton, Georgia 30114. Be sure to specify the proposal for which you are requesting results.
7. EXECUTION OF CONTRACT: Subsequent to identification of the winning proposal, the successful Proposer will be contacted for contract negotiations. If terms are mutually agreed upon, the Respondent will be presented with a contract and other applicable forms. The successful proposer shall execute and return the contract within (10) days of presentation together with the required Bonds and the Certificate of Insurance. If said documents are mailed to the successful Proposer the date of presentation shall be deemed the postmark date. The proposal submitted by the successful Proposer and the Request for proposal; shall be incorporated into the contract, except to the extent that this Request for Proposals conflicts with the contract. In a case where the provisions of the contract differ from the Request for Proposals, the contract shall have precedence. If mutually agreeable terms cannot be negotiated, with the top ranked Respondent, negotiation will commence with the second place respondent.
8. AWARD: The winning Proposer will be issued a Notice of Award and/or **Purchase Order**. **The CCWSA assumes no liability for goods and/or services provided without a Notice of Award and/or Purchase Order.**
9. REJECTION OF PROPOSALS: The CCWSA reserves the right to reject all proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement. The CCWSA reserves the right to cancel this proposal at any stage with no further obligation.
10. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition; and that all bags, containers, and boxes shall be new and suitable for storage, unless otherwise stated by CCWSA. (N/A)

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11. **JOB DESTINATION:** Proposal price to include shipping, packing, crating and unloading at address in Proposal Schedule. Title shall remain with Contractor until fully accepted by CCWSA. Goods damaged or not meeting specifications will be rejected and removed at Contractor's expense. Concealed damaged goods to remain property of Contractor until replaced or removed at CCWSA direction. (N/A)
12. **RISK OF LOSS:** Contractor agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release Contractor from any obligation. (N/A)
13. **WORK TO BE PERFORMED:** Proposer has examined and carefully studied the scope of work and contractual documents relative to this RFP. Proposer is aware of the general nature of the work to be performed and is satisfied as to conditions that may affect cost, progress, performance and furnishing of the work.
14. **PROTESTS:** If a Contractor/respondent is aggrieved by any aspect of a solicitation, the Contractor/respondent can choose to protest by sending notice to the Construction Coordinator no more than five (5) days following a Notice of Award. Any inquiry received after the deadline shall be fully investigated, but will not be considered a formal protest.
15. **PAYMENT:** Upon inspection and acceptance of all items, amount due shall be eligible for payment. Invoices shall be paid within (30) thirty days of receipt of a correct invoice, unless a shorter time is stated in the proposal and accepted by CCWSA. Submit invoice(s) with original signature of receiver to the CCWSA Construction Coordinator at: Cherokee County Water and Sewerage Authority, P. O. Box 5000, Canton, Georgia 30114.
 - 15.1 Itemize all invoices in full. Show payment terms. **The CCWSA Purchase Order number MUST be stated on the invoice.** Mail the original and one copy of your invoice to the address above.
 - 15.2 Contractor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A CCWSA employee's signature must appear on the delivery receipt or invoice.
 - 15.3 **CCWSA is exempt from taxes but the contractor shall pay all taxes required of him by law. CCWSA cannot exempt others from tax.**
 - 15.4 CCWSA reserves the right to deduct from payment any monies owed to CCWSA by the Contractor.
16. **INQUIRIES REGARDING PAYMENT:** All payment inquiries shall be directed to: Cherokee County Water and Sewerage Authority, Attn. Construction Coordinator, P. O. Box 5000, Canton, Georgia 30114.
17. **PAYMENT ON CONTRACTS:** Payment for work completed will be made in response to monthly invoices submitted at the contract price for units in place and accepted by the CCWSA.
18. **ANTI-DISCRIMINATION CLAUSE:** CCWSA does not discriminate against any person because of race, color, religion, national origin, sex, age, or disability in employment, services provided, or contracts awarded. Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or other basis prohibited by law. CCWSA prohibits unlawful discrimination or harassment including sexual harassment. Contractor must not engage in unlawful harassment including sexual harassment or discrimination while on CCWSA premises.

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19. **REGULATORY AGENCIES:** Successful Contractor will be responsible for all required permits or license required by any regulatory agency of the city, county, state, or federal governments. Contractor will be responsible for meeting all requirements, regulations, or guidelines of any governments or any independent agency recognized by said governments as the publisher such regulations or guidelines.
20. **INDEPENDENT CONTRACTORS:** The Respondent represents to CCWSA that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The Contractor shall finance his own operations, shall operate as an independent contractor and not as an agent of CCWSA. Nothing contained in this RFP or a resulting contract shall be construed to constitute the Proposer or any of his employees, agents, or sub-contractors as a partner, employee, or agent of the CCWSA; nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent Contractor.
21. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful contractor will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the CCWSA.
22. **NON-COLLUSION:** The Proposer will be required to execute a Certificate of Non-Collusion and submit it with Proposal Documents.
23. **PROPOSAL BONDS, PAYMENT BONDS, & PERFORMANCE BONDS :**

A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond and one hundred percent (100%) Payment Bond shall be furnished to CCWSA. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as accepted reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

24. **INSURANCE:**

- 24.1 **Liability:** The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property. And for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-CONTRACTOR or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner.
- 24.2 **Indemnity:** To the fullest extent permitted by laws, statutes, rules, and regulations, the Contractor shall indemnify and hold harmless the CCWSA and Employees from and against claims, cost, damages, losses, and expenses, including but not limited to all fees and charges of attorneys and other professionals and all court cost, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful, and wanton, or wrongful acts or omissions of the contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in this Paragraph.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

- 24.3 Comprehensive General Liability: The successful Proposer shall exercise proper precaution at all times for the protection of persons and property. The Proposer shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of A or better with the following minimums:

General Liability insurance of at least One Million dollars (\$1,000,000.00) combined single limit per occurrence.

Automobile insurance of at least five hundred thousand dollars (\$500,000.00) combined single limit per accident for bodily injury or property damage; and

Workers' Compensation Insurance – Statutory Limits together with Employer's liability coverage of at least \$250,000 per accident claim.

Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the General Warranty.

26. **INSPECTION OF RECORDS**: The records of the Purchasing Department are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Accounting Department. Proposers are cautioned that any documentation submitted with or in support of a proposal or proposal will become subject to public inspection under the Georgia Open Records Act.

There will be a charge assessed to any Contractor requesting copies of records.

27. **PROJECT COORDINATION**: The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractors' authorized representative, who shall be authorized to receive and accept any and all communications from the CCWSA. The CCWSA Construction Coordinator shall be authorized to generate, receive and accept communication as an authorized representative of the CCWSA.

The Contractor hereby agrees to replace any personnel or sub-Contractor, at no cost or penalty to CCWSA, if the CCWSA reasonably determines that the performance of any sub-Contractor or personnel is unsatisfactory.

28. **ACCURACY OF WORK**: The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the CCWSA will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the CCWSA for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, And/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the CCWSA and its agents as provided in this Agreement.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

29. **OWNERSHIP:** Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the CCWSA and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the CCWSA. Such original documents shall be turned over to the CCWSA upon completion of the Project except that Contractor shall have the right to retain copies of the same.
30. **NEWS RELEASES BY CONTRACTOR:** As a matter of policy, the CCWSA does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the CCWSA. All proposed news releases shall be routed to the CCWSA Construction Coordinator for review and approval.
31. **SEVERABILITY/CANCELLATION:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The CCWSA reserves the right to cancel the contract and discontinue the services with a fifteen (15) day written notice as a result of the failure of the Contractor to provide acceptable work as delineated in the response to this document or if determined that services can be better provided by in house or other sources.

32. **DRUG FREE WORKPLACE:** By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:
1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
 2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant /0 Paragraph (7) of Sub-section (b) a/Code Sec/ion 50-24-3".

The Contractor further certifies that he 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.

33. **OBLIGATIONS AND LIABILITY OF CONTRACTOR:** The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. The Contractor shall complete the entire job to the satisfaction of the Owner, and in accordance with the Specifications and Plans herein mentioned, at the prices herein agreed upon and fixed therefore.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.

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The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner and shall avoid interference.

The Contractor shall conduct his work so as to interfere as little as possible with business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish security guards, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

The Contractor shall in no way be relieved of responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders.

The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Contractor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, engineers employed by the Engineer, representatives of the Engineer or the Engineer either to discover or to bring to the attention of the Contractor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Contractor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that anyone, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Contractor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the work.

34. RESPONSIBILITIES OF THE CONTRACTOR

Contractors, Manufacturers and Suppliers:

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The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

Contractor's Employees:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.

Payment For Labor and Materials:

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Contractor shall furnish proof of payment of such accounts to the Owner.

Attention to Work:

The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

Employee Safety:

The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner that meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

Public Safety and Convenience:

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents near the work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

Cooperation With the Construction Inspector:

The Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.

34. **COMPLIANCE WITH LAWS:** The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer and Owner in writing.

The Contractor shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

7.0 LIST OF APPENDICIES

The following appendices shall be incorporated into the proposer's technical proposal.

- 7.1 Appendix A – Proposer's Bid Proposal**
- 7.2 Appendix B - Proposer's Checklist**
- 7.3 Appendix C – Proposer's Information Form**
- 7.4 Appendix D – Proposer's Reference Form**
- 7.5 Appendix E – Proposer's Affidavit of Non-Collusion**
- 7.6 Appendix F – Proposer's Immigration Affidavit**
- 7.7 Appendix G – Proposer's Bid Bond**
- 7.8 Appendix H – CCWSA Contract (For future Contract)**
- 7.9 Appendix I – Proposer's Payment Bond (For future Contract)**
- 7.10 Appendix J – Proposer's Performance Bond (For future Contract)**
- 7.11 Appendix K – CCWSA Certification of Owner's Attorney (For future Contract)**

APPENDIX A
Cherokee County Water & Sewerage Authority
Proposer's Bid Proposal
RFP CCWSA_2011_002 WTP Dredging

The undersigned Proposer proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 1 – PROPOSER'S ACKNOWLEDGEMENTS

Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 65 days after the Bid opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

ARTICLE 2 – PROPOSER'S REPRESENTATIONS

1. In submitting this Bid, Proposer represents that:
 - A. Proposer has examined and carefully studied the Bidding Documents, the other related data identified in the RFP, and any Addenda, receipt of which is acknowledged on the Proposer's Checklist.
 - B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Proposer has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Proposer, and safety precautions and programs incident thereto.
 - E. Proposer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - F. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - G. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

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- H. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Proposer will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 3 – FURTHER REPRESENTATIONS

Proposer further represents that:

- K. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- L. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid;
- M. Proposer has not solicited or induced any individual or entity to refrain from bidding; and
- N. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

ARTICLE 4 – TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees that the Work will be substantially complete within the calendar days shown or adjusted by the Bid Form for each Option, after the date when the Contract Times commence to run starting with the notice to proceed date, and will be completed and ready for final payment by such date.

Bidder accepts the provisions of the RFP as to liquidated damages in the event of failure to complete the Work within the Contract Times.

Contractor and Owner recognize that time is of the essence of this Proposal and that Owner will suffer financial and operational loss if the Work is not completed within the times agreed upon in the Bid Proposal, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500 (Five Hundred Dollars)** for each day that expires after the time specified in the Proposers RFP and the final Contract.

Substantially complete will be defined as the date in which the CCWSA is able to use the raw water settling reservoir without any additional dredging or excavation activities. The Contract may have additional time to demobilize without liquidated damages being imposed.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

ARTICLE 5 – BASIS OF PROPOSAL

Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

OPTION A – Dredge and Mechanically Dewater Debris

Under this option, the General Contractor shall dredge and mechanically dewater a combination of sand, silt, and filter backwash debris from the bottom of the existing settling reservoir. Contractor shall furnish all required barges, pumps, belt press, centrifuges, trucks, and ancillary equipment to remove, dewater, and haul the dry solids from the site. The Contractor shall pay all cost associated with trucking and disposing of the material. The CCWSA expects the dewatered solids concentration to be greater than 50% total wet solids and will convert to dry tons for the pay proposal.

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	Mobilization/Demobilization	1	L.S.	\$ _____ Numerals	\$ _____ Numerals
2.	Debris Removal	32,500	Dry Tons	\$ _____ Numerals	\$ _____ Numerals
3.	Silt Fence Type "C"	2,000	L.F.	\$ _____ Numerals	\$ _____ Numerals

Total of Option A

\$ _____
Numerals

\$ _____
Words

Proposer estimates that in addition to the 90 calendar days included in the RFP from the commencement time, an additional _____ days will be required.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

OPTION B – Drain and Excavate Debris

Under this option, the General Contractor shall coordinate with the water plant operator to drain the settling reservoir and then excavate the bottom of the reservoir back to its original grades and elevations. Contractor shall required grading equipment and trucks, and ancillary equipment to remove and haul a combination of sand, silt, and filter backwash debris from the site. The Contractor shall pay all cost associated with trucking and disposing of the material. It will be the Contractors responsibility to coordinate the solids content of the material with the final disposal site. The CCWSA and the Contractor shall measure the dewatered site before and after excavation in calculating the cubic yards in the proposal.

No.	Description	Qty.	Units	Unit Price	Total Amount
1.	Mobilization/Demobilization	1	L.S.	\$ _____ Numerals	\$ _____ Numerals
2.	Debris Removal	30,000	Cubic Yards	\$ _____ Numerals	\$ _____ Numerals
3.	Silt Fence Type "C"	2,000	L.F.	\$ _____ Numerals	\$ _____ Numerals

Total of Option B

\$ _____
Numerals

\$ _____
Words

Proposer estimates that in addition to the 90 calendar days included in the RFP from the commencement time, an additional _____ days will be required.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

This bid submitted by:

An Individual

Name (typed or printed): _____

By: _____
(SEAL) *(Individual's signature)*

Doing business as: _____

A Partnership

Partnership Name: _____
(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Proposer's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____

Utility Contractor License No. _____

APPENDIX B
Cherokee County Water & Sewerage Authority
Proposer's Checklist
RFP CCWSA_2011_002 WTP Dredging

Legal Name of Proposer:

This form must be completed and returned with your proposal.

Submitted:

YES NO DESCRIPTION

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Original Technical Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Seven 7 copies of Technical Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Include Background and Experience of Company |
| <input type="checkbox"/> | <input type="checkbox"/> | Include Experience of Personnel |
| <input type="checkbox"/> | <input type="checkbox"/> | Include Project Understanding and Technical Approach |
| <input type="checkbox"/> | <input type="checkbox"/> | Include Financial Stability |
| <input type="checkbox"/> | <input type="checkbox"/> | Include Business Litigation (If Any) |
| <input type="checkbox"/> | <input type="checkbox"/> | Exceptions to the General Terms and Conditions (If Any) |
| <input type="checkbox"/> | <input type="checkbox"/> | Exceptions to the Sample Contract (If Any) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of Insurance (Liability and Work Comp) (6.0 item 24) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Checklist Form (Appendix A) |
| <input type="checkbox"/> | <input type="checkbox"/> | Addenda-Circle numbers for attached addenda: #1, #2, #3, #4 |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Information Form (Appendix B) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Reference Form (Appendix C) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Affidavit of Non-Collusion (Appendix D) |
| <input type="checkbox"/> | <input type="checkbox"/> | Disclosure of Existing Relationship Letter (if needed per Non-Collusion Affidavit) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Immigration Affidavit (Appendix E) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Bid Bond (Appendix F) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposer's Bid Proposal (Appendix G) |

(Authorized Signature)

(Date)

APPENDIX C
Cherokee County Water & Sewerage Authority
Proposer's Information Form
RFP CCWSA_2011_002 WTP Dredging

Legal Name of Proposer: _____

This form must be completed and returned with your proposal

1. Company Name _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: (corporation, partnership etc) _____
State where incorporated and Year of incorporation: _____
5. Name & Title of Authorized Signer: _____
6. Primary Contact for this proposal: _____
7. Phone: _____ FAX: _____
8. Email: _____
7. Company Website: _____
8. Tax ID and State where issued: _____
9. Please attach a brief history of the company. (Include information on any sub-contractors)
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes _____ No _____
If yes, please attach a separate sheet detailing the agency name, dates and reason for debarment.

APPENDIX D
Cherokee County Water & Sewerage Authority
Proposer's Reference Form
RFP CCWSA_2011_002 WTP Dredging

This form must be completed and returned with your proposal.

All references must be from customers for whom your company has provided similar equipment to the specifications of this bid. Attach additional page if necessary.

References for: _____

(Company Name)

1. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name and Title: _____

Phone: _____ FAX: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

2. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name and Title: _____

Phone: _____ FAX: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

3. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name and Title: _____

Phone: _____ FAX: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

APPENDIX E
Cherokee County Water & Sewerage Authority
Proposer's Affidavit of Non-Collusion
RFP CCWSA_2011_002 WTP Dredging

The undersigned certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud, I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards, I certify that this proposal has been prepared independently and that the submitted price will not be disclosed to another person, I certify that there has been no contact or communication by the Proposer's or the Proposer's associates with any CCWSA staff, or CCWSA officials since the date this RFP was issued except: 1) through the Construction Coordinator 2) at the Pre-Bid Conference or 3) as provided by existing work agreement(s), The CCWSA reserves the right to reject the bid submitted by any Proposer violating this provision, I certify that every existing client relationship that involves CCWSA is disclosed in a letter to the Construction Coordinator and included in the Technical Proposal submission, I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal for the Respondent.

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX F
Cherokee County Water & Sewerage Authority
Proposer's Immigration Affidavit
RFP CCWSA_2011_002 WTP Dredging

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 contracting with CCWSA has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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 CCWSA, contractor will secure from such subcontractor(s) 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. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to CCWSA at 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 _____, 2011

Notary Public

My Commission Expires: _____

APPENDIX G
Cherokee County Water & Sewerage Authority
Proposer's Bid Bond
RFP CCWSA_2011_002 WTP Dredging

Any singular reference to Proposer, Surety, Owner, or other party shall be considered plural where applicable.

PROPOSER (Name and Address):

SURETY (Name/Address of Principal Place of Business):

OWNER:

Cherokee County Water & Sewerage Authority
391 West Main Street
Canton, Georgia 30114

BID

Bid Due Date:

September 20, 2010 at 10:00 A.M., Local Time

Project/Description:

Etowah Water Treatment Plant Dredging

The Project will consist of removing debris by either dredging or excavation from the raw water settling reservoir at the Etowah River Water Treatment Plant.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

BOND

Bond Number: _____

Date (Not later than Bid due date): _____

Penal sum: **FIVE PERCENT OF BID**

Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

SURETY

Proposer's Name and Corporate Seal
Corporate Seal

(Seal)

Surety's Name and
(Seal)

By: _____
Signature and Title

By: _____
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Proposer the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Proposer's Bid and Proposer delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

APPENDIX H
Cherokee County Water & Sewerage Authority
CCWSA CONTRACT
RFP CCWSA_2011_002 WTP Dredging

STATE OF GEORGIA
CHEROKEE COUNTY

RFP CCWSA_2011_002 WTP Dredging

This contract, made and entered into this the _____ day of _____, 2011 by and between Cherokee County Water & Sewerage Authority, Georgia, P.O. Box 5000, 391 W. Main Street, Canton, GA 30114 (hereafter referred to as "CCWSA") and _____ of (hereafter referred to as "Contractor/Proposer") to provide dredging/excavation services as described in this RFP for CCWSA.

Witnessed:

Whereas, the CCWSA desires to have the debris in the Etowah River WTP settling reservoir removed and hereby enters into an agreement for this equipment;

Whereas, the Contractor desires to provide the dredging/excavation services; and

Whereas, CCWSA's Request for Proposals CCWSA_2011_002 issued on August 19, 2011 for The removing of debris by either dredging or excavation from the raw water settling reservoir at the Etowah River Water Treatment Plant along with addenda issued to that RFP, and the Contractor's proposal in response to that Request (All originals are on file in the CCWSA Purchasing Department, P.O. Box 5000, 391 W. Main Street, Canton, GA 30114) are incorporated into and made a part of this agreement by reference; and

Whereas, in exchange for good and valuable consideration, the receipt and sufficiency thereof being acknowledged, the parties hereto hereby agree to the terms hereof:

Now, therefore, the parties mutually agree as follows:

The Contractor shall fully, completely, and strictly perform all obligations for the supply of said dredging/excavation services under the Agreement including the Request for Proposals, Addenda and the Contractor's Technical Proposal, for the following compensation:

\$ _____

Term of Contract: The term of this contract shall extend for the duration of the Project. Project shall conclude on or before _____ 2011

Statutory Compliance Regarding Purchasing Contracts: The parties intend that this agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this agreement would conflict therewith, then this agreement shall be interpreted and implemented in a manner consistent with such statute.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

Force Majeure: Both CCWSA and Contractor shall not be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond either's reasonable control, including without limitations: acts of God; acts or omissions of governmental authorities; strikes; lockouts or other industrial disturbances.

Severability: In the event any provision or any portion of any provision of this Agreement, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of this contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this contract will not be adversely affected.

Contract Time and Liquidated Damages: Bidder agrees that the Work will be substantially complete within the calendar days shown or adjusted by the Bid Form for each Option, after the date when the Contract Times commence to run starting with the notice to proceed date, and will be completed and ready for final payment by such date.

Bidder accepts the provisions of the RFP as to liquidated damages in the event of failure to complete the Work within the Contract Times. Contractor and Owner recognize that time is of the essence of this Proposal and that Owner will suffer financial and operational loss if the Work is not completed within the times agreed upon in the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500 (Five Hundred Dollars)** for each day that expires after the time specified in the Contract.

Substantially complete will be defined as the date in which the CCWSA is able to use the raw water settling reservoir without any additional dredging or excavation activities. The Contract may have additional time to demobilize without liquidated damages being imposed.

Contract Documents: The Agreement consists of the following contract documents, which by these references are incorporated herein:

- The signed Contract.
- The Request for Proposals and addenda CCWSA_2011_002 Etowah WTP Dredging
- The Technical Proposal as submitted by the Proposer
- All items required on the Bidder's Checklist as submitted by the Contractor/Proposer.
- Bonds and Insurance requirement listed in the RFP

- Notice to proceed will be in the form of a signed Purchase Order from CCWSA.

The Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

The parties hereto have here set their hands and affixed their seals the day and year first above written.

Owner: Cherokee County Water & Sewerage Authority

By: _____

Title: _____

Sworn to and subscribed before me this
_____ day of _____, 2011.

Notary Public
Commission Expires: _____

Contractor/Proposer

BY : _____

Title: _____

Sworn to and subscribed before me this
_____ day of _____, 2011

Notary Public
Commission Expires: _____

APPENDIX I
Cherokee County Water & Sewerage Authority
Proposer's Payment Bond
RFP CCWSA_2011_002 WTP Dredging

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

OWNER (Name and Address):

Cherokee County Water & Sewerage Authority
391 West Main Street
Canton, Georgia 30114

CONSTRUCTION CONTRACT

Date: _____

Amount: \$ _____

Project/Description:

Etowah Water Treatment Plant Dredging

The Project will consist of removing debris by either dredging or excavation from the raw water settling reservoir at the Etowah River Water Treatment Plant.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

SURETY (Name and Address of Principal Place of Business):

BOND

Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS
PRINCIPAL

Company: _____

CWI Construction, Inc.

(Corp. Seal)

SURETY

Company: _____

(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perfo

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

APPENDIX J
Cherokee County Water & Sewerage Authority
Proposer's Performance Bond
RFP CCWSA_2011_002 WTP Dredging

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

OWNER (Name and Address):

Cherokee County Water and Sewerage Authority
391 West Main Street
Canton, Georgia 30114

CONSTRUCTION CONTRACT

Date: _____

Amount \$ _____

Project/Description:

Etowah Water Treatment Plant Dredging

The Project will consist of removing debris by either dredging or excavation from the raw water settling reservoir at the Etowah River Water Treatment Plant.

SURETY (Name and Address of Principal Place of Business):

BOND

Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY

this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX K
Cherokee County Water & Sewerage Authority
CCWSA Certification of Owner's Attorney
RFP CCWSA_2011_002 WTP Dredging

CERTIFICATION OF OWNER'S ATTORNEY

I, _____, the undersigned, the duly authorized and acting legal representative of Cherokee County Water and Sewerage Authority, do hereby certify as follows:

I have examined the attached Agreement between the Owner and Contractor for the RFP/Project known as **RFP CCWSA_2011_002 WTP Dredging** and the manner of execution thereof, and I am of the opinion that the aforesaid document appears on its face to have been duly executed by the proper parties thereto acting through their duly authorized representatives; that from such document said representatives appear to have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements appear to constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney for CCWSA

Date

GENERAL NOTES

CURVE DATA*	EARTH EMBANKMENT
R = 340'	TOP ELEVATION 1015.0
Δ = 133°09'49"	TOP WIDTH 18'
T = 785.01	
L = 790.209	
PC = 28+00	
PT = 35+90.4	

* @ OF EARTH EMBANKMENT

RESERVOIR INTAKE
 CENTER OF INTAKE STRUCTURE @
 N-5390, E-5825
 CENTERLINE OF WALKWAY TO BE
 RADIAL WITH EMBANKMENT



3-1-85 REV. PER ADDENDUM NO. 3
 2-27-85 REV. PER ADDENDUM NO. 2
 11-9-84 REV. LOCATION OF ROAD GRADE

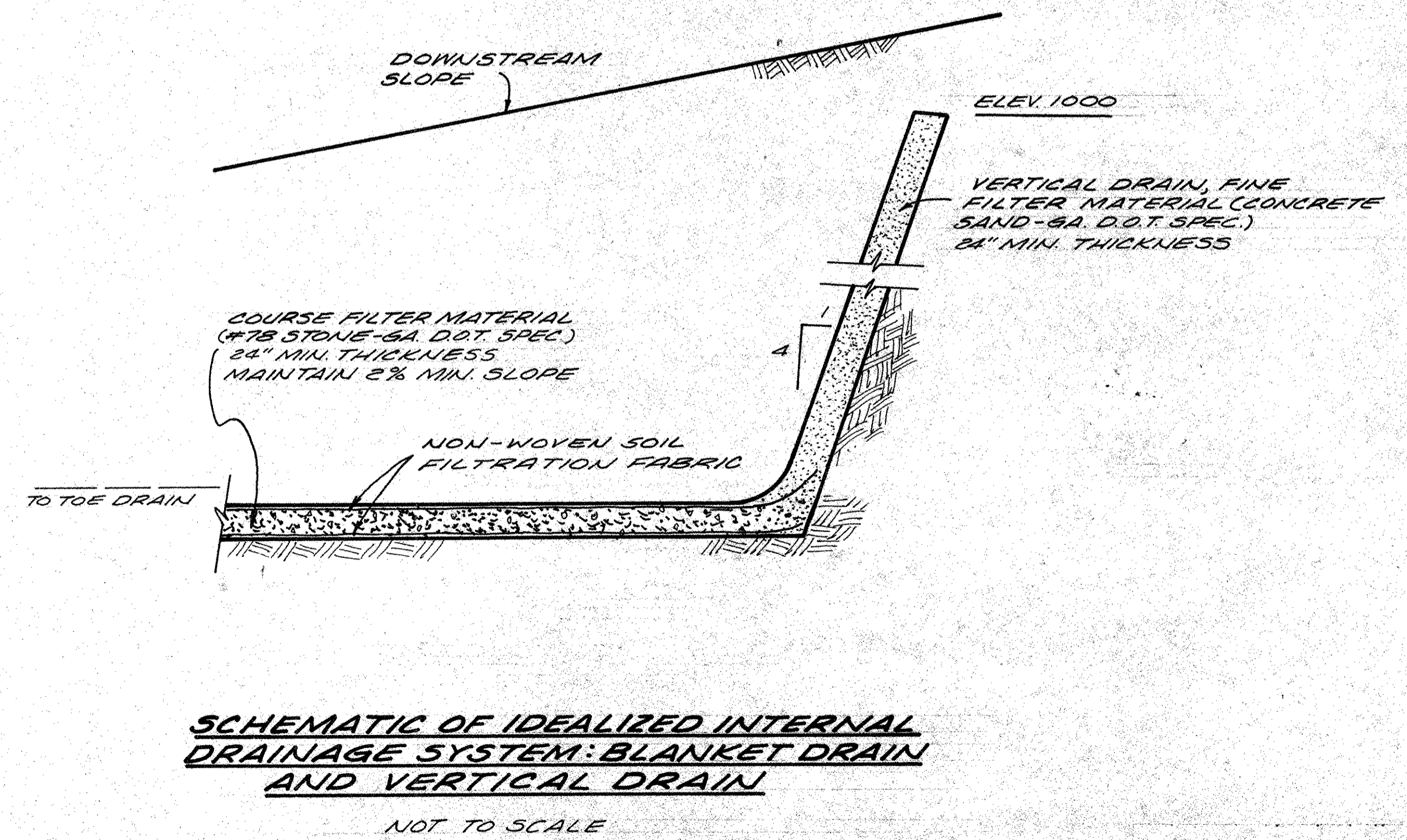
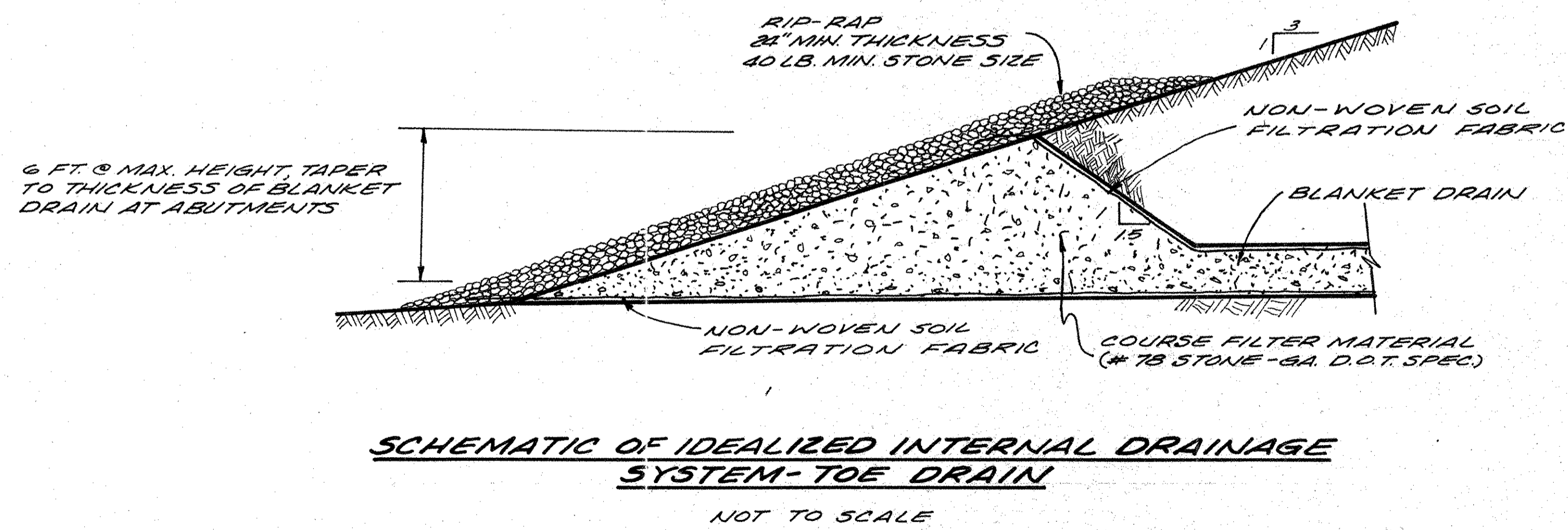
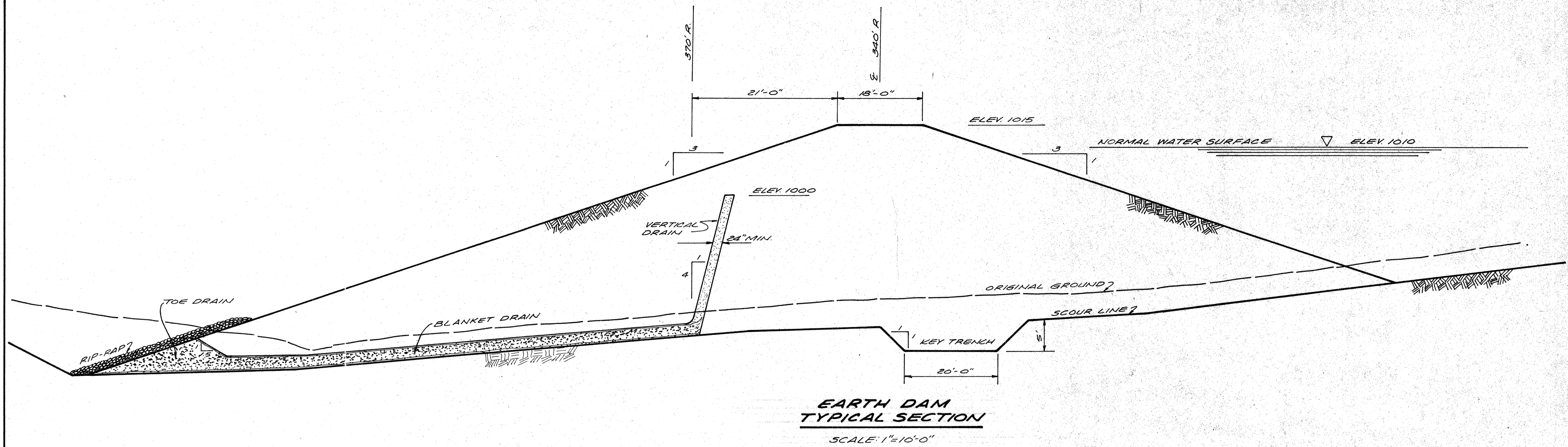
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY
 WATER TREATMENT FACILITY

RESERVOIR GRADING PLAN

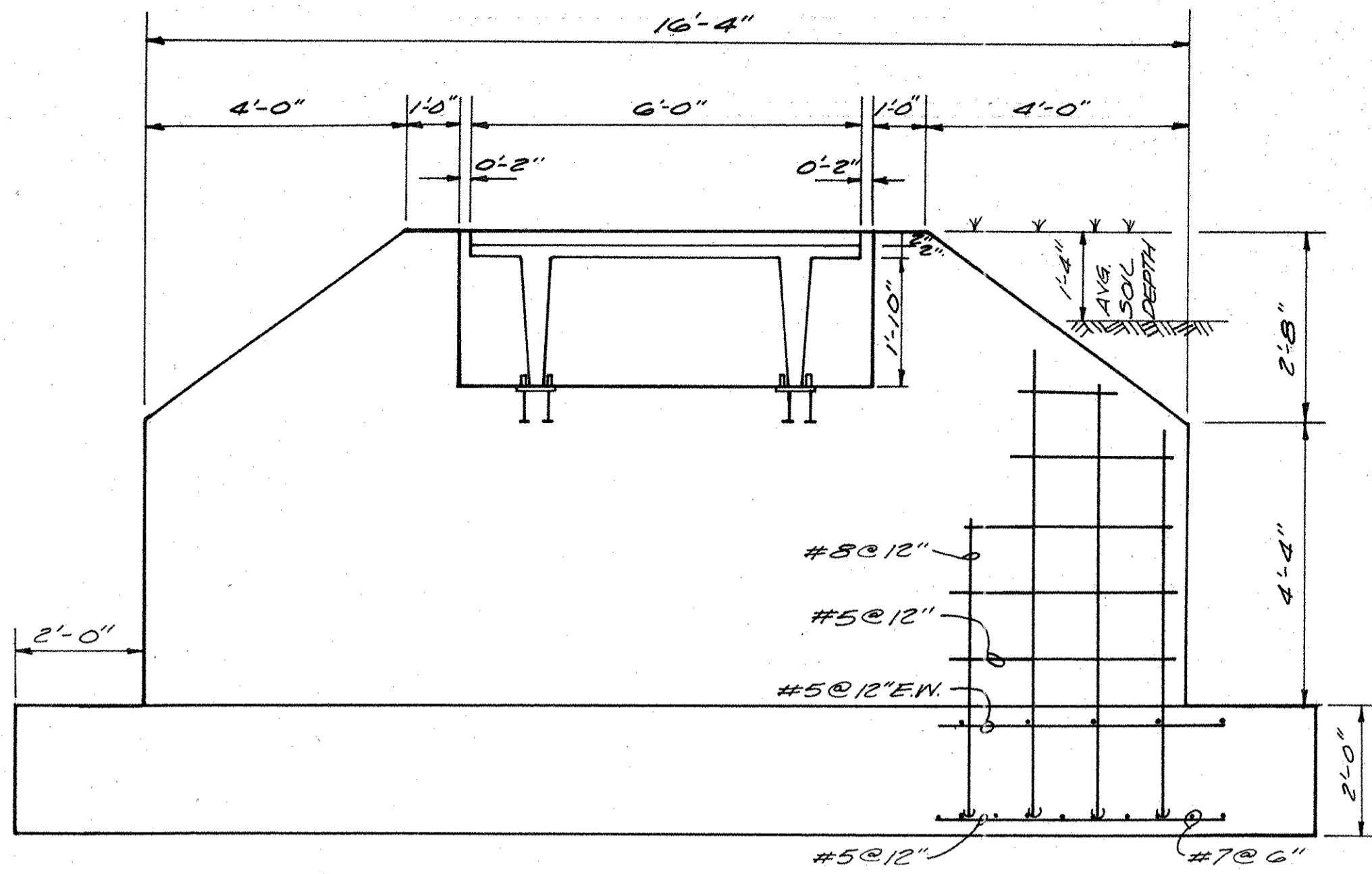
WELKER & ASSOCIATES
ENGINEERS
 MARIETTA, GEORGIA



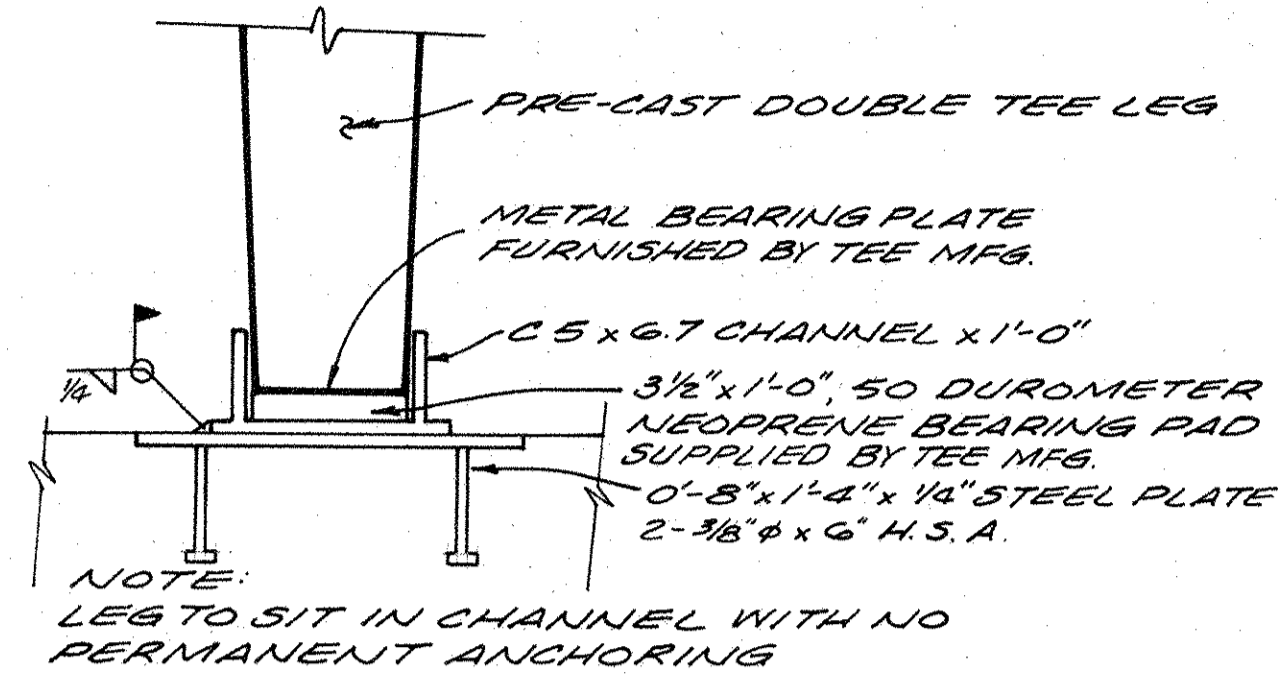
DRAWN: L.E.C.
 TRACED: J.R.F.
 CHECKED: J.G.C.
 DATE: SEPT., 1984
 SCALE: 1" = 50'
 SHEET: 84-470-C-3



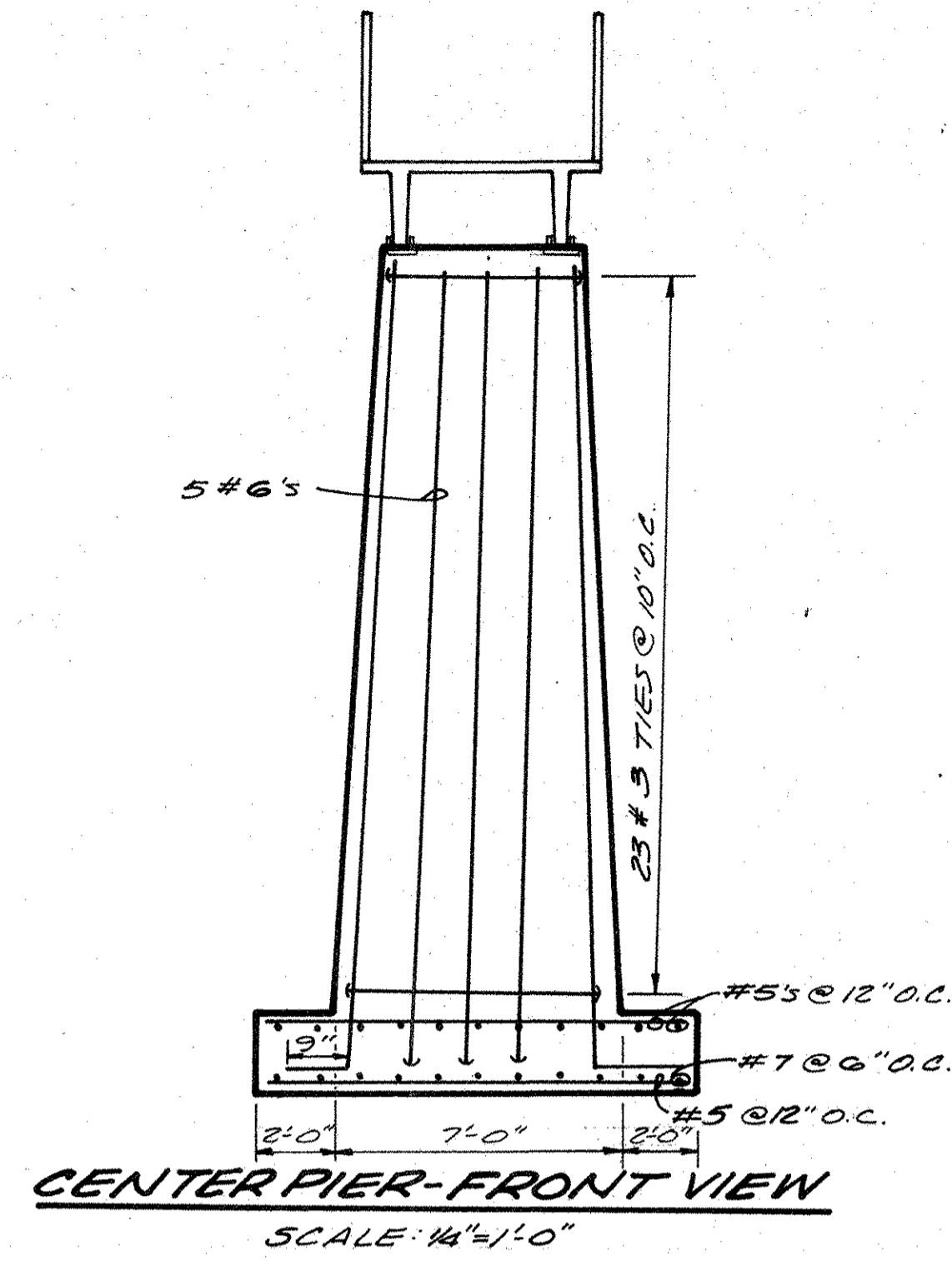
CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY WATER TREATMENT FACILITY	
EARTH DAM DETAILS	
WELKER & ASSOCIATES ENGINEERS MARIETTA, GEORGIA	DRAWN: L.E.C. TRACED: R.A.G. CHECKED: J.G.C. DATE: SEPT. 1984 SCALE: AS NOTED SHEET: 84-470-C-4



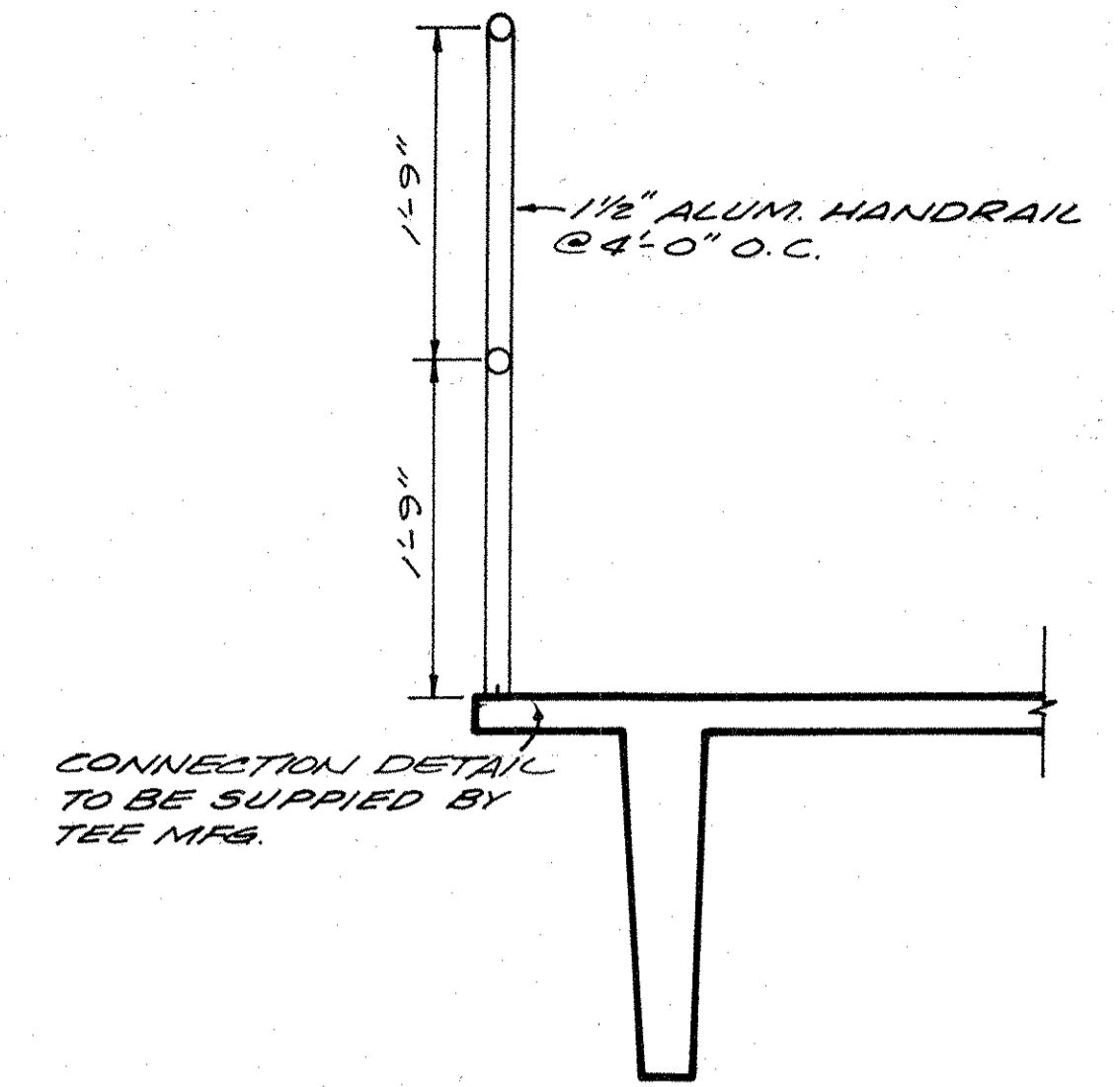
HEADWALL-FRONT VIEW
SCALE: 1/2" = 1'-0"



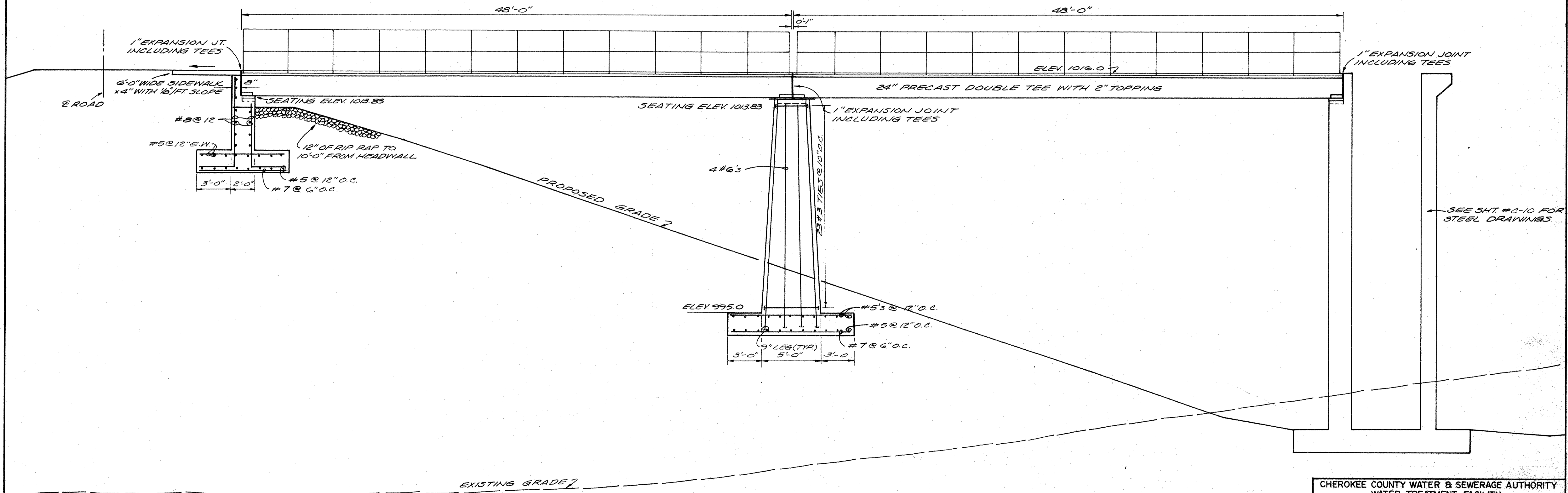
DOUBLE TEE ANCHORING DETAIL
NOT TO SCALE
TYPICAL FOR EACH LEG AT EACH BEARING POINT



CENTER PIER-FRONT VIEW
SCALE: 1/4" = 1'-0"

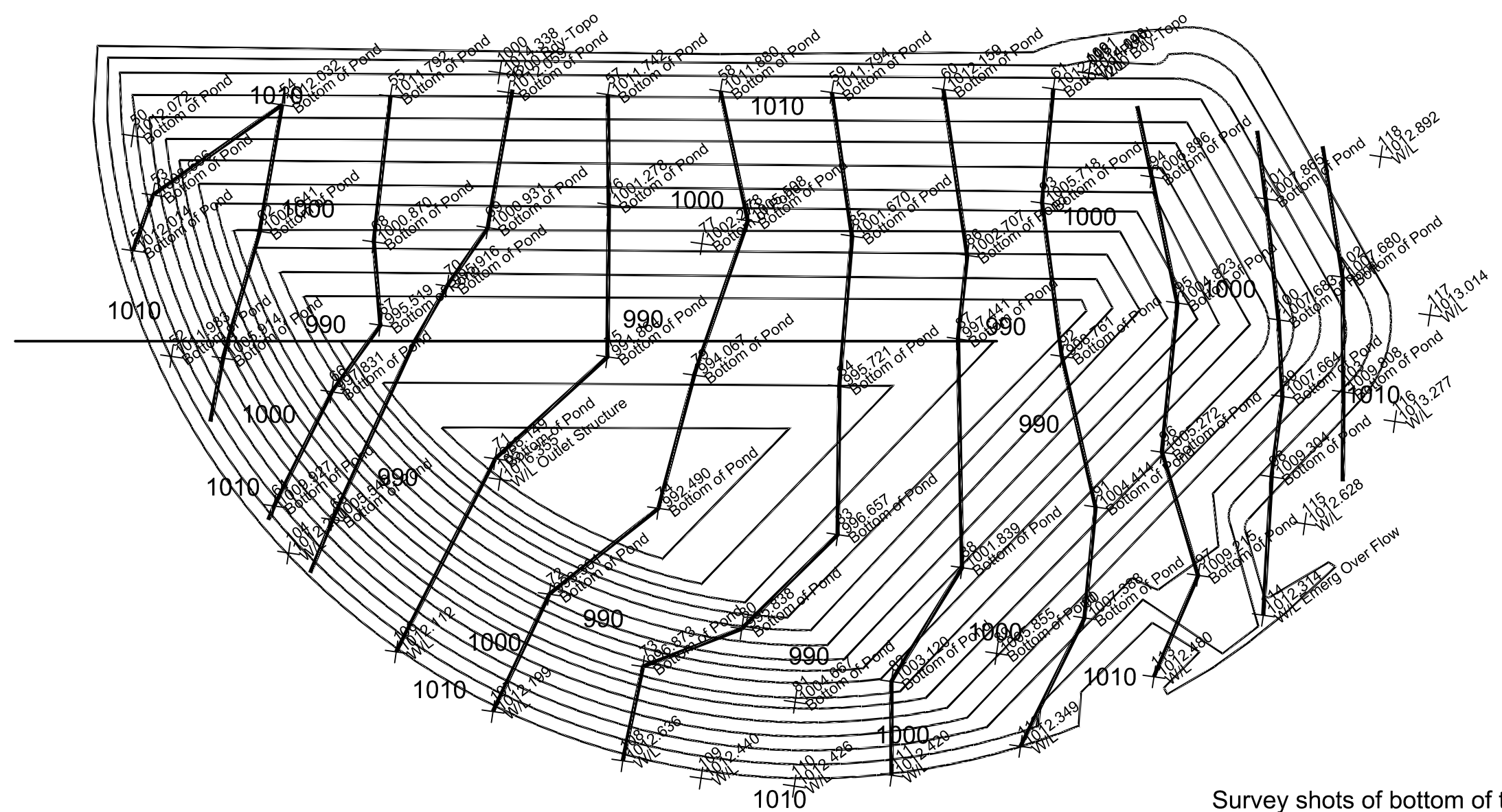


HANDRAIL ATTACHMENT TO TEE
SCALE: 1" = 1'-0"



WALKWAY TO RESERVOIR INTAKE
SCALE: 1/4" = 1'-0"

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY WATER TREATMENT FACILITY	
WALKWAY TO RESERVOIR INTAKE	
WELKER & ASSOCIATES ENGINEERS MARIETTA, GEORGIA	DRAWN: C.K.H.
	TRACED: R.A.G.
	CHECKED: J.G.C.
	DATE: SEPT., 1984
	SCALE: AS SHOWN
SHEET: 84-470-C-9	



Survey shots of bottom of the pond taken in 2009. For reference only.

Cherokee County Water & Sewerage Authority
Etowah Water Treatment Plant Dredging
RFP Appendix Drawing