

Submit to:  
Cherokee County Water & Sewerage  
Authority  
Danny Carson  
P.O. Box 5000  
391 W. Main Street  
Canton, Georgia 30114

# Request For Proposals

Contact Person:  
Danny Carson, Construction  
Coordinator  
770-479-1813 (255) Fax 770-479-5493  
e-mail: dan@ccwsa.com

RFP TITLE:  
Hollis Q. Lathem  
Reservoir Office  
Expansion

REQUESTING  
DEPARTMENT:  
ACCOUNTING  
Reservoir Manager

RFP#:  
CCWSA-2011-001

RFP SUBMITTAL  
DEADLINE:  
**September 21, 2011**  
**10:00 AM**

Optional -PRE- CONFERENCE DATE, TIME AND  
LOCATION:  
Tuesday, September 6, 2011 @ 10:00 AM,  
Hollis Q. Lathem Reservoir Managers Office  
5436 Cowart Road  
Dawsonville, Georgia 30534

PROPOSALS RECEIVED  
AFTER ABOVE DATE AND  
TIME WILL NOT BE  
CONSIDERED.

**RFP CCWSA\_2011\_001**

**Cherokee County Water & Sewerage Authority  
Advertisement for Proposals  
Hollis Q. Lathem Reservoir Manager's Office Expansion**

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 the **Hollis Q. Lathem Reservoir Manager's Office Expansion**.

Proposals must be received by the Cherokee County Water & Sewerage Authority, 391 W. Main Street, Canton, Georgia, 30114 no later than 10:00 A.M. on Wednesday, September 21, 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](http://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 Hollis Q. Lathem Reservoir Manager's Office, 5436 Cowart Road, Dawsonville, Georgia, 30534 at 10:00 A.M. on Tuesday, September 6, 2011.

Proposal evaluation criteria and Contractor qualification requirements are contained in the RFP. Addendums, if any will be posted at [ccwsa.com](http://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 or cashier's check in equal amount. The successful bidder will be required to furnish the necessary additional Bond(s) as described in the Proposal Documents.

All Proposals will remain subject to acceptance for 90 days after the day of Proposal opening, but the Owner may, in its sole discretion, release any Bid/Proposal and return the Bid security 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.

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**REQUEST FOR PROPOSAL**  
**Hollis Q. Lathem Reservoir Manager’s Office Expansion**  
**Project / RFP # CCWSA\_2011\_001**

**1.0 Introduction**

**1.1 Purpose of Procurement**

This request for proposals (RFP) is being issued to establish a contract with a licensed Contractor experienced with the design, permitting and construction of an office building expansion for the Cherokee County Water & Sewerage Authority (hereinafter, “the CCWSA”). The selected contractor will design, obtain permits and construct an expansion to the existing Reservoir Manager’s Office Facility at 5436 Cowart Road, Dawsonville Georgia 30534 as further describe in this RFP.

**1.2 Proposal (RFP) Certification:**

Pursuant to the provisions of the Official Code of Georgia 36-91-21(c) CCWSA certifies that the use of a competitive sealed bid will not be practical or advantageous to the CCWSA in completing the project described in this document, therefore a competitive sealed proposal award method is being used.

**1.3 Accessing the RFP**

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 Schedule of Events:**

<b>DATES</b>	<b>ACTIVITY</b>
August 19, 2011	Release of RFP
September 6, 2011 10:00 AM	<b>OPTIONAL Pre-Proposal Conference</b> at the Hollis Q. Lathem Reservoir Managers Office, 5436 Cowart Road, Dawsonville, Ga. 30534
September 12, 2011 5:00 p.m.	Deadline for written questions to be submitted to the Construction Coordinator.
September 14, 2011 5:00 pm	Answers to written questions posted to website: <a href="http://www.ccwsa.com">www.ccwsa.com</a>
<b>September 21, 2011 10:00 am</b>	<b>Proposals Due – Proposal will be publicly acknowledged</b>
October 31, 2011	Notice of Intent to Award at monthly CCWSA Board of Directors Meeting

**1.5 Restriction on Communications:**

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors 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, if applicable or 3) as provided by existing work agreement (s). The CCWSA reserves the right to reject the submittal of any vendor violating this provision. Certification is required to be submitted on form "Contractors Affidavit of Non-Collusion"

**1.6 Optional Pre-Proposal Conference:**

An optional Pre-Proposal Conference is scheduled for September 6, 2011 @ 10:00 a.m. Participants will meet at the proposed project site, the Hollis Q. Lathem Reservoir Manager's Office, 5436 Cowart Road, Dawsonville Georgia 30534.

**1.7 Site Visit**

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

Proposers will be allowed to visit the site from 8 a.m. to 10 a.m. prior to the pre-proposal conference and again after the conference until 4 p.m. or by appointment.

**1.8 Questions & Addenda:**

All questions concerning this RFP, not asked during the Pre-Proposal Conference, must be submitted in writing (e-mail is preferred but fax or mail may be used) and received by the Construction Coordinator no later than 5:00 p.m. on September 12, 2011 local time.

E-Mail: [dan@ccwsa.com](mailto:dan@ccwsa.com)

FAX: 770-479-5493

Inquires can be mailed to:

Danny Carson, Construction Coordinator  
Cherokee County Water & Sewerage Authority  
P.O. Box 5000  
Canton, Georgia 30114

No response to inquiries other than written will be binding on the CCWSA. CCWSA reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the CCWSA website, [www.ccwsa.com](http://www.ccwsa.com) no later than September 14, 2011 at 5:00PM. A signed copy of any addenda shall accompany submitted proposals. **Offerors are advised to check the website for addenda before submitting their Proposals.**

**1.9 Bid Bonds, Payment Bonds & Performance Bonds:**

Bid Bond	<b>Appendix F (5% of Base Financial Proposal Sum)</b>
Payment Bond	<b>Appendix I</b>
Performance Bond	<b>Appendix J</b>

Information regarding bonds to be furnished is stated in section 7.0 General Terms and Conditions, item 24.

**1.10 Statement of Permits and Easements**

Contractors are advised in accordance with OCGA 36-91-20 that obtaining all federal, state and local permits shall be the responsibility of the Contractor. The owner does not anticipate having to obtain any right of ways or easements for the project.

**1.10 Statement of Sales Tax Due**

The Contractor is responsible for all sales and use tax, and shall include all cost attributable to sales and use tax in the proposal. O.C.G.A. 48-8-63.

**1.12 Definition of Terms:**

**CCWSA** – Cherokee County Water & Sewerage Authority

**Owner** – Cherokee County Water & Sewerage Authority

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

**Proposer / Respondent/Offeror /Vendor/Contractor**– Respondent/Firm submitting to this RFP

**RFP** – Request for Proposals.

**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 (c) of Code Section 36-91-21(c)

**Base Bid / Base Proposal** – means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform project.

**Alternate Bid/Proposal** – means the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or materials or alternate proposal method is accepted.

**Board**- The Cherokee County Water and Sewerage Authority Board of Directors.

## **2.0 Technical Proposal and Requirements**

### **2.1 Project Overview**

The Project will consist of design, permitting and construction of an addition to the existing Reservoir Manager's Office Building, located at the Hollis Q. Lathem Reservoir, 5436 Cowart Road, Dawsonville Georgia 30534. **Project is located in Dawson County.**

The addition will be permanent, matching the existing buildings structural and architectural details. A drawing (**DWG A**) is included that shows the desired general layout of the addition.

It is anticipated that the addition will be a single story structure with pre-fabricated wooden trusses and a metal roof to match existing structure.

As a minimum, the addition size will be no less than 1,200 sf containing the following spaces:

- Reservoir Managers Office 14' x 16' Appx.
- Restroom ADA Compliant 6' x 10' Appx.
- Storage Room 8' x 10' Appx.
- Display room

### **2.2 General Requirements (Dawson County is the local permitting authority)**

- Design, permitting and construction (CO from Dawson County Required)
- Contractor to include permit fees and plan review fees in proposal
- Contractor to include plan review with CCWSA Staff prior to permitting
- Erosion control – site plan required per Dawson County
- Exterior construction to match existing, including split faced block, metal roofing, steel doors and frames, gutters and down spouts.
- Interior construction to match existing, including block walls and drywall, acoustical and drywall ceilings, VCT flooring, paint and coatings, and doors.
- Demo and removal of debris
- Temporary facilities for contractor/subs
- CCWSA will provide water for the project. Contractor shall arrange for Backflow/meter if needed – provided by CCWSA at no Cost.
- Contractor shall protect existing facilities, including pavement from damage.

### **2.3 Special Requirements**

- Include a coffee bar with bar sink
- Include in proposed window lay out, large multiple windows are desired to maximize the view of the reservoir and facilities.
- Windows to include colored metal mini blinds.
- Provide for phone/fax data ports

### **2.4 Existing Structure Work (Reservoir Manager's office building only)**

- Paint existing gutters and soffit to match new
- Paint existing entry doors, roll up doors and vents to match existing
- Replace exterior wall pack security lights (4 old) to match new addition exterior

lighting.

## 2.5 Septic System

**Inspection of the existing septic system will be required for permitting and CO. The winning Contractor shall be responsible for the septic system inspection and inspection fees.**

**Should modifications be required, The Contractor shall submit at least 2 bids from qualified septic installers. CCWSA may select from the qualified septic bids proposed by the contractor or choose their own installer. Contractor shall coordinate with the installer.**

**With written approval by the Owner, Contractor will coordinate repair/modifications invoice CCWSA for any repairs/modifications and Contractor Overhead.**

## 2.6 Additional Cost alternates

The CCWSA is also requesting pricing for the following alternates/additional work. The CCWSA may select from the alternates if the project budget permits. (Do not include alternates in Bid Bond amount)

- Cost to replace existing VCT flooring in existing building to match new
- Cost to replace existing acoustical tile and grid in existing building to match new
- Cost to replace existing lighting fixture in acoustical ceiling.
- Cost to replace existing metal roofing to match new.
- Cost to repaint existing interior of finished space. (do not include shop space)

## 2.7 Work to be performed by CCWSA

- CCWSA will remove/relocate existing SCADA pole and equipment if in conflict with expansion.
- CCWSA will remove/relocate existing security cameras if in conflict with expansion

## 2.8 Proposal Submission Summary

Submit a Proposal in accordance with above requirements for design, permitting and construction of a turnkey Reservoir Manager's Office addition. Proposal should include a proposed layout (s) and proposed elevation drawings, materials proposed to be used, proposed systems including HVAC, plumbing and electrical.

**Contractors may offer a variation on what has been specified in the proposal. Use an additional "Appendix G – Proposers Financial Proposal" for each Variation proposed.**

### **3.0 Contractor Qualifications**

The Contractor shall provide information to demonstrate their qualifications to perform the project on which they are proposing on.

#### **3.1 Contractor's Information**

Complete the Contractor's Information form and attach additional sheets, if necessary.  
**Appendix B.**

#### **3.2 References**

Provide at least five (5) owner references of similar projects completed on time and on budget within the last 5 years. Each reference shall include a description of the project, the project budget, contact information of the owner (including address, phone number and e-mail) and date project complete. Pictures of similar projects completed are helpful. **Appendix C.**

#### **3.3 Financial Stability**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Respondents firm. This may include a current company financial reports or a current credit reference such as a Dunn and Bradstreet report.

#### **3.4 Proof of insurance**

Provide proof of Insurance as required by Section 7.0 General Terms and Conditions, Item 25.

#### **3.5 Business License**

Provide a copy of your Business License.

#### **3.6 Contractors License**

Provide a copy of your appropriate Georgia Contractors License(s) and GSWCC Certification.

**3.7 Business Litigation**

Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

**3.8 Contractor’s Affidavit of Non-Collusion**

Complete the attached Proposer’s Certification of Non-Collusion on form provided. **Appendix D.**

**3.9 Vendor’s Affidavit and Agreement: E-verify**

Complete the attached Proposer’s Affidavit and Agreement. **Appendix E.**

**4.0 Mandatory Proposal Requirements**

This section identifies the information that must be submitted in the Proposal. All additional documentation as listed on the “CONTRACTOR’S CHECKLIST” (**Appendix A**) shall be included with the Proposal package.

**4.1 Proposal responding to scope of work**

The Contractor must submit a SEALED Financial Proposal and a Technical Proposal detailing the proposed Project as requested under Section 2.0. Include design information and materials to be used. The Contractor will submit one original hard copy of the Technical Proposal with authorized signature(s) and seven (7) copies. All proposals shall be bound. No three-ring binders will be accepted.

**4.2 Contractor Qualifications**

Submit contractor qualifications in accordance with section 3.0 Contractor Qualifications.

**4.3 Bid Bonds, Payment Bonds & Performance Bonds**

Bid Bond	Required with Technical Proposal <b>Appendix F</b>
Payment Bond	Not earlier than Contract Date <b>Appendix I</b>
Performance Bond	Not earlier than Contract Date <b>Appendix J</b>

Information regarding bonds to be furnished is stated in section 7.0 General Terms and Conditions, item 24.

#### **4.4 General Terms and Conditions**

Section 7.0 – General Terms and Conditions – Proposer shall list all exceptions to the General Conditions. If no exceptions, state “no exceptions” in the proposal.

#### **4.5 Contract**

**Appendix H** – Proposer shall list all exceptions to the contract included in the RFP.

#### **4.6 Addenda (if any)**

Circle numbers on attached Respondent’s checklist. Also attach a signed copy of all addenda.

### **5.0 Proposal Submission**

#### **5.1 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 Contractor should reference the materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **5.2 Packaging of Proposal**

Mark the outside of the shipping package as follows:

**Proposal**  
**Hollis Q. Lathem Reservoir Office Expansion Project**  
**RFP # CCWSA\_2011\_001**

**Proposer’s Company Name**

*Failure to properly label the OUTSIDE of the shipping container may result in disqualification.*

Inside the proposal package, the RFP must be divided into two separate and appropriately labeled and sealed packages – a Technical Proposal and a Financial Proposal.

- The contents of the sealed, inner package labeled **Technical Proposal** will include an original Technical Proposal (marked original) and 7 copies. Use the Respondent's Checklist for required content. The responding company's name must be clearly visible on the package. **Do not include price/financial information of any kind in the Technical Proposal**
- The contents of a sealed, inner package labeled **Financial Proposal** will include an original Financial Proposal (marked original) and 7 copies. **Appendix G-Proposer's Financial Proposal**

### 5.3 Submission of Proposals

Proposals will be received by the CCWSA Construction Coordinator until 10:00 AM on September 21, 2011. Receipt of Proposals will be publicly acknowledged immediately following the deadline. Proposals submitted via facsimile or e-mail will be rejected. The marked original and seven (7) copies must be hand-delivered or express mailed to: (No USPS Mail)

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.**

### 6.0 Proposal evaluation

The evaluation of proposals received on or before the due date and time will be conducted in the following phases.

#### 6.1 Administrative Review

The proposals will be reviewed by the Construction Coordinator for the following administrative requirements:

1. Submitted by deadline
2. Bid Bond requirements
3. All required documents have been submitted
5. All documents requiring an original signature have been signed and are included

## 6.2 Mandatory Requirements Review

Proposals that pass the administrative review will then be reviewed by the Proposal Evaluation Team to ensure all Mandatory Requirements are addressed satisfactorily.

## 6.3 Technical Proposal Evaluation

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

Contractors Qualifications	30
Technical Approach	35
Financial Proposal	35
TOTAL POINTS	100

6.4 Scoring Guidelines for Scored Requirements with Narrative Response Required

Assessment	Scoring Guidelines	Evaluator Score by %
<p><b>No Response</b> (Only Applies to Mandatory Scored)</p>	<ul style="list-style-type: none"> <li>• The narrative response provided constitutes a material deviation from the requirement</li> <li>• No narrative response provided</li> <li>• When the response does not meet a mandatory requirement or deviates from the requirement, the proposal is disqualified</li> </ul>	<p>Fail or Disqualified</p>
<p><b>Poor</b></p>	<ul style="list-style-type: none"> <li>• Fails to address the component or the contractor does not describe any experience related to the project</li> <li>• Proposal is inadequate in most basic requirements, specifications, or provisions for the specific criteria</li> </ul>	<p>0</p>
<p><b>Marginal</b></p>	<ul style="list-style-type: none"> <li>• Proposal minimally addresses the requirements, 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 bidder's response or proposed solution.</li> <li>• 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</li> </ul>	<p>0.25%</p>
<p><b>Adequate</b></p>	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> </ul>	<p>0.50%</p>
<p><b>Good</b></p>	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> </ul>	<p>0.75%</p>
<p><b>Excellent</b></p>	<ul style="list-style-type: none"> <li>• Fully meets all requirements and exceeds several requirements</li> <li>• Proposal exceeds minimum requirements, specification and provision in most aspects for the specific criteria</li> </ul>	<p>100%</p>

## **6.5 Financial Proposal Evaluation**

Financial Proposals will be opened after the Technical Proposal has been evaluated and scored. The Evaluation Team may elect to open and consider the Financial Proposals from only those Proposers named to the "short list". The Proposals will then be evaluated and ranked with a maximum point value given to the Financial Proposal that results in the lowest cost to the CCWSA.

## **6.6 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 Evaluation process. The "short list" will consist of two to six contractors with the highest-ranking scores after the Proposal scores are tabulated.

## **6.7 Identification of Apparent Successful Contractor/Notice of Intent to Award**

The Proposal Evaluation Team shall provide a single group evaluation score sheet that provides maximum points for both Technical and Financial Proposals score to the CCWSA Board of Directors.

Final notice of intent to award will be determined by the CCWSA Board of Directors.

## **6.8 Negotiations and Award with Apparent Winner**

Prior to contract execution, the apparent winning Proposer will be required to enter into discussions with the CCWSA to resolve any contractual differences. 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. Contract shall not be executed any earlier than 10 days after notice of intent to award. 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.

## **6.9 Appeal/Protest**

Protest pertaining to the events or facts arising during the solicitation process, including but not limited to project requirements must be filed in writing no later than 2 days prior to proposal due date.

Any Offeror who is aggrieved in connection with the award of this RFP may file a written formal protest to the CCWSA General Manager in writing within 10 days of notice of intent to award. Contractor must have submitted a proposal to protest, contractors who do not submit a timely proposal may not protest the contract award.

Contractors found unqualified for RFP contract award may appeal the General Managers decision to the CCWSA Board of Directors. In such case the public works project shall proceed regardless of the outcome of the appeal. Should the aggrieved contractor be found by the CCWSA Board of Directors to be qualified, the contractor shall then be eligible for all other similar construction contracts for the remainder of the calendar year as provided above.

Any protest/appeal must be in writing, including a statement of the reason for the protest and be signed by a company officer authorized to sign contracts on behalf of the contractor.

#### **6.10 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.

### **7.0 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 ninety (90) calendar days may be rejected, unless so stated in the Proposer's response and accepted by the CCWSA.
3. DELIVERY TIME: Specify on the Financial 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.
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.
11. **JOB DESTINATION:** Proposal price to include shipping, packing, crating and unloading at address in Proposal Schedule. Title shall remain with vendor until fully accepted by CCWSA. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain property of vendor until replaced or removed at CCWSA direction.
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 vendor from any obligation.
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 vendor/respondent can choose to protest by sending notice to the General Manager no more than ten (10) 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 and work performed, amount due shall be eligible for payment. Invoices/pay request 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/pay request(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/pay requests in full. **The CCWSA Purchase Order number MUST be stated on the invoice/pay request.** Mail/Deliver the original and one copy of your invoice/pay request 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. DISCOUNTS: Prompt payment discounts will not be considered in determining the winning proposal. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by CCWSA, whichever is later. (NA)
19. 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. Vendor 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. Vendor must not engage in unlawful harassment including sexual harassment or discrimination while on CCWSA premises.
20. 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.
21. 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.
22. 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.
23. NON-COLLUSION: The Proposer will be required to execute a Certificate of Non-Collusion and submit it with Proposal Documents.
24. 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 bonds 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.
25. INSURANCE:
  - 25.1 Liability: The vendor 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.
  - 25.2 Indemnity: To the fullest extent permitted by laws, statutes, rules, and regulations, the Vendor 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.

- 25.3 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 Two Million dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and fire.

Automobile insurance of at least five hundred thousand dollars (\$500,000.00) combined single limit per accident for bodily injury or property damage including owner, non-owned, hired, leased or rented vehicles.

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 vendor 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 Vendors' 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 Vendor 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 Vendor 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.

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 Vendor 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 Vendor 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 Vendor. News releases concerning any resultant contract from this solicitation shall not be made by a Vendor 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 Vendor 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 Vendor further certifies that:
1. A drug-free workplace will be provided for the Vendor's employees during performance of the contract; and
  2. Each Vendor 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 (Vendor's name), (Sub Vendor's name) certifies to the Vendor 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 Vendor 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 Vendor.

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 private 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 Vendor 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 Vendor, 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 Vendor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Vendor 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 Vendor 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:

##### Subcontractors, Manufacturers and Suppliers:

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

##### Contractor's Employees:

The Vendor 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 Vendor 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 Vendor 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.

## **8.0 List of Appendices**

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

- 8.1 Appendix A – Proposers Checklist
- 8.2 Appendix B – Proposers Information Form
- 8.3 Appendix C – Proposers Reference Form
- 8.4 Appendix D – Proposers Affidavit of non-Collusion
- 8.5 Appendix E – Proposers Immigration Affidavit E-Verify
- 8.6 Appendix F – Proposers Bid Bond
- 8.7 Appendix G – Proposers Financial Proposal
- 8.8 Appendix H – CCWSA Contract
- 8.9 Appendix I – Proposers Payment Bond
- 8.10 Appendix J – Proposers Performance Bond
- 8.11 Appendix K – CCWSA Certification of Owners Attorney

**Cherokee County Water & Sewerage Authority  
Appendix A - Respondent's Checklist  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

Legal Name of Proposer: \_\_\_\_\_

**This form must be completed and returned with your proposal.**

**Submitted:**

**YES NO DESCRIPTION**

**TECHNICAL PROPOSAL**

- 1 Original Technical Proposal including RFP Document**
- 7 copies of Technical Proposal including RFP Document**  
(Each Technical proposal include the following)
- Proposer's Qualifications in accordance with section 3.0  
**Appendix form B & C or similar may be used**
- Proposer's Financial Stability Information
- Proof of Insurance
- Business License
- Appropriate Contractors License
- Proposer's Litigation – if none “state none”
- General Terms and conditions – exceptions noted Section 7.0
- Proposer's Affidavit of Non-Collusion **Appendix D**
- Proposer's Immigration Affidavit E-Verify **Appendix E**
- Proposer's Bid Bond – **Appendix F**
- Sample contract – exceptions noted – **Appendix H**
- Addenda-Circle numbers for attached addenda: #1, #2, #3, #4, #5, #6 **(if any)**

**Proposer's Financial Proposal**

- 1 Original Signed Financial Proposal Appendix G**
- 7 Copies of Signed Financial Proposal Appendix G**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

**Cherokee County Water & Sewerage Authority**  
**Appendix B - Proposer's Information Form**  
**Hollis Q. Lathem Reservoir Office Expansion**  
**Project / RFP # CCWSA\_2011\_001**

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.

**Cherokee County Water & Sewerage Authority  
Appendix C – Proposer’s Reference Sheet  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

*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: \_\_\_\_\_

\_\_\_\_\_

4. Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Contact Person Name and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_

5. Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Contact Person Name and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_

**Contractor's Affidavit of Non-Collusion**

**Cherokee County Water & Sewerage Authority  
Appendix D – Proposer's Affidavit of Non-Collusion  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

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: \_\_\_\_\_

**AFFIDAVIT AND AGREEMENT**

**Cherokee County Water & Sewerage Authority  
Appendix E – Proposer’s Immigration Affidavit  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

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: \_\_\_\_\_

**Cherokee County Water & Sewerage Authority  
Appendix F – Proposer’s Bid Bond  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

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

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**PROPOSER** (Name and Address):

---

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

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**OWNER:**

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

**BID**

Bid Due Date:

**September 21, 2011 at 10:00 A.M., Local Time**

Project/Description:

**Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

Design, permitting and construction of the Hollis Q. Lathem Reservoir Manager’s Office.

**BOND**

Bond Number: \_\_\_\_\_

Date (Not later than Bid due date): \_\_\_\_\_

Penal sum: **FIVE PERCENT OF BASE 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**

(Seal)

(Seal)

\_\_\_\_\_  
Proposer's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate 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.

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.

**Cherokee County Water & Sewerage Authority  
Appendix G – Proposer’s Financial Proposal  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

Legal name of Contractor: \_\_\_\_\_

This Financial Proposal is submitted in response to Request for Proposals  
**Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

Base Proposal sum to provide design, permit and construction for the expansion as detailed in your proposal:

\$ \_\_\_\_\_ (5% Bid Bond on this amount)

Alternates:

List any amount for alternates listed in your proposal to be added to or deducted from the amount of the base proposal sum if the corresponding change in the equipment scope or alternate is accepted. Also list any extended warranties and/or service contracts offered. Additional sheets may be used.

Description: \_\_\_\_\_ Additional Cost: \_\_\_\_\_

Cost to replace existing VCT flooring \_\_\_\_\_

Cost to replace existing acoustical ceiling and grid \_\_\_\_\_

Cost to replace existing lighting fixtures in acoustical \_\_\_\_\_

Cost to replace existing metal roofing \_\_\_\_\_

Cost to repaint existing interior of finished space \_\_\_\_\_

Section 2.5 Septic System Cost + Contractor Overhead – List Contractor Overhead in % \_\_\_\_\_

**The undersigned Contractor/ Proposer agrees, if proposal is accepted, to enter into an agreement with the Owner to perform all work as specified in the Proposal Documents.**

**The Proposer/Contractor agrees with all terms and conditions in the RFP. The Proposal will remain subject to acceptance for 90 days after Proposal opening, or longer if agreed to in writing upon request of the owner.**

In submitting this proposal, Proposer/Contractor represents that:

- A. Contractor has examined and carefully studied the Proposal Documents.
- B. Contractor has visited the site and is familiar with site conditions.
- C. Contractor 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. Contractor has given to the Construction Coordinator written notice of all conflicts, errors, ambiguities or discrepancies that the Proposer/Contractor has discovered in the Proposal Documents, and that the written resolution thereof by the Construction Coordinator is acceptable to the Proposer/Contractor.
- E. Contractor/Proposer agrees documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this Proposal is submitted.
- F. Contractor/Proposer agrees this Proposal 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.
- G. Contractor/Proposer has not directly or indirectly induced or solicited any other proposer, entity or individual to submit a false or sham bid, or to not submit a proposal/ bid.

Proposer/Contractor estimates that in addition to the 90 calendar days included in the RFP from execution and notice of commencement, an additional \_\_\_\_\_ days will be required. Liquidated damages will be assessed at the rate of \$500/day beyond agreed to schedule.

Authorized Contractor's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

STATE OF GEORGIA  
CHEROKEE COUNTY

**Cherokee County Water & Sewerage Authority  
Appendix H – CCWSA Contract  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

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 \_\_\_\_\_ (hereafter referred to as "Contractor/Proposer") to provide design, permitting and construction of the project described in this RFP for CCWSA.

Witnessed:

**Whereas**, the CCWSA desires to expand the **Hollis Q. Lathem Reservoir Managers Office.**  
**Project / RFP # CCWSA\_2011\_001**

and hereby enters into an agreement for this project;

**Whereas**, the Contractor desires to provide for the design, permitting and construction; and

**Whereas**, CCWSA's Request for Proposals CCWSA\_2011\_001 issued on August 19, 2011 for Hollis Q. Lathem Reservoir Managers Office Expansion 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, 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 design, permitting and construction of said project under the Agreement including the Request for Proposals, Addenda and the Contractor's Project Proposal and Financial 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.

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

- The signed Contract.
- The Proposal and addenda CCWSA\_2011\_001 Hollis Q. Lathem Reservoir Manager' Office
- The Bid, Payment and Performance Bonds
- The Proposal as submitted by the Contractor
- All items required on the Bidder's Checklist as submitted by the Vendor/Proposer.
  - 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.

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

**Owner:**

By: \_\_\_\_\_ **Cherokee County Water & Sewerage Authority**

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: \_\_\_\_\_

**Cherokee County Water & Sewerage Authority  
Appendix I– Proposer’s Payment Bond  
Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

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:

**Hollis Q. Lathem Reservoir Office Expansion  
Project / RFP # CCWSA\_2011\_001**

Design, permitting and construction of the Hollis Q. Lathem Reservoir Manager’s Office.

**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

SURETY

Company:

Company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Corp. Seal)

(Corp. Seal)

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

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.

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.

**Cherokee County Water & Sewerage Authority**  
**Appendix J – Proposer’s Performance Bond**  
**Hollis Q. Lathem Reservoir Office Expansion**  
**Project / RFP # CCWSA\_2011\_001**

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:

**Hollis Q. Lathem Reservoir Office Expansion**  
**Project / RFP # CCWSA\_2011\_001**

Design, permitting and construction of the Hollis Q. Lathem Reservoir Manager’s Office

**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 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

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 thereof 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 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 here from 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.

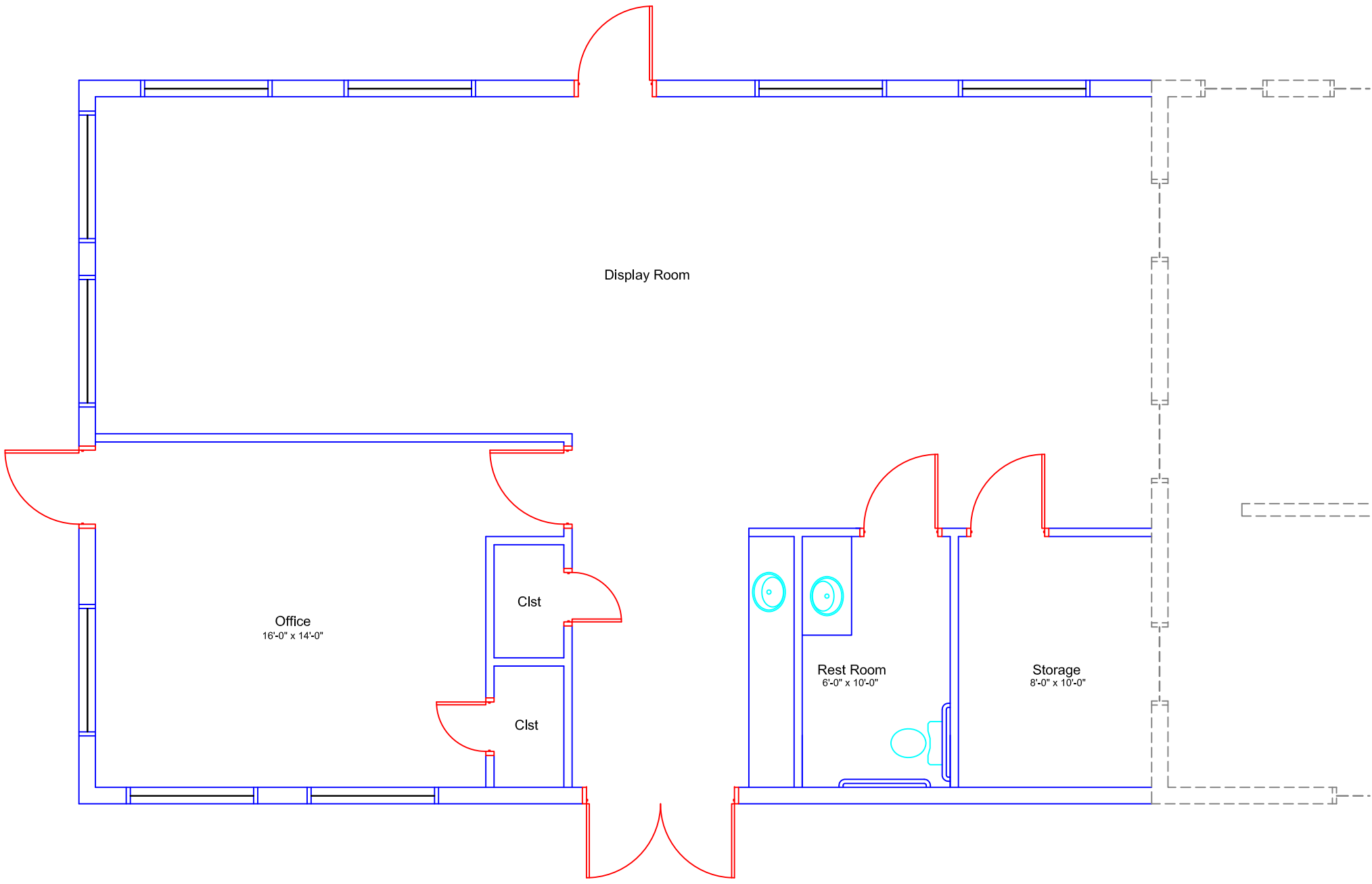
**Cherokee County Water & Sewerage Authority**  
**Appendix K– CCWSA Certification of Owner’s Attorney**  
**Hollis Q. Lathem Reservoir Office Expansion**  
**Project / RFP # CCWSA\_2011\_001**

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 Hollis Q. Lathem Reservoir Office Expansion Project / RFP # CCWSA\_2011\_001 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



Display Room

Office  
16'-0" x 14'-0"

Clst

Clst

Rest Room  
6'-0" x 10'-0"

Storage  
8'-0" x 10'-0"