

**SECTION 00 41 13
PROPOSAL FORM**

ARTICLE 1—OWNER AND PROPOSER

- 1.1 This Proposal is submitted to: **The City of Cumming, City Hall, Utility Department - Front Desk; Attn: Jon Heard at 100 Main Street, Cumming, GA 30040.**
- 1.2 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2—ATTACHMENTS TO THIS PROPOSAL

- 2.1 The following documents are submitted with and made a condition of this Proposal:
 - A. Required Proposal security
 - B. List of Proposed Subcontractors
 - C. List of Proposed Suppliers
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Proposals
 - E. Contractor's license number as evidence of Proposer's State Contractor's License or a covenant by Proposer to obtain said license within the time for acceptance of Proposals. Contractor shall have the ability to perform utility work at the project location.
 - F. Required Proposer Qualification Statement with supporting data.

ARTICLE 3—BASIS OF PROPOSAL—UNIT PRICES

3.1 Proposer shall enter a proposal for Phase 2 Clearwell Improvements below.

A. Proposer will perform the following Work at the indicated unit prices:

PWWF PHASE 2 CLEARWELL IMPROVEMENTS

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
1.1	6 Million Gallon Clearwell				
1.1.1	Demolition	LS		\$	\$
1.1.2	Site clearing, grubbing, grading	LS		\$	\$
1.1.2.1	Dirt Spoilage	LS		\$	\$
1.1.2	Ground Improvement	LS		\$	\$
1.1.3	Clearwell, Complete	LS		\$	\$
1.1.4	Electrical and Instrumentation Controls, Complete	LS		\$	\$

1.2	Modifications to 1 MG Clearwell				
1.2.1	Selective Demolition	LS		\$	\$
1.2.2	Piping Work	LS		\$	\$
1.2.3	Pump Work (Existing and New)	LS		\$	\$
1.2.3.1	Controls and Instrumentation	LS		\$	\$
1.2.4	Existing Clearwell Electrical Modifications, Complete	LS		\$	\$
1.2.5	Commissioning	LS		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
1.3	Modifications to 2 MG Clearwell				
1.3.1	Selective Demolition	LS		\$	\$
1.3.2	Piping Work	LS		\$	\$
1.3.3	Pump Work (Existing and New)	LS		\$	\$
1.3.3.1	Controls and Instrumentation	LS		\$	\$
1.3.4	Existing Vent Modifications	LS		\$	\$
1.3.5	Commissioning	LS		\$	\$

2	Water Utilities Piping				
2.1	Piping	LF		\$	\$
2.2	Valve Installation	LS		\$	\$
2.3	Vaults and Other Precast Structures	LS		\$	\$

3	Storm Sewer				
3.1	Piping	LF		\$	\$
3.2	Precast/Poured Structures	LS		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
4	Sanitary Sewer				
4.1	Piping	LF		\$	\$
4.2	Precast Structures	LS		\$	\$

5	Site Concrete				
5.1	Retaining Wall	LS		\$	\$
5.2	Sidewalk	LS		\$	\$
5.3	Miscellaneous Concrete	LS		\$	\$

6	Pavement				
6.1	Asphalt	LS		\$	\$

7	E & S Control				
7.1	Erosion and Sediment Control	LS		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
8	Electrical Building				
8.1	Site Clearing and Grubbing	LS		\$	\$
8.2	Ground Improvement	LS		\$	\$
8.3	Electrical Building, Complete	LS		\$	\$
8.4	Building Internals				
8.4.1	Switchgear	LS		\$	\$
8.4.2	MCC Sections	LS		\$	\$
8.4.3	Transformers	LS		\$	\$
8.4.4	Electrical Panels	LS		\$	\$
8.5	Controls				
8.5.1	I/O Panels	LS		\$	\$
8.5.2	VFDs	LS		\$	\$
8.5.3	Controls Integration	LS		\$	\$
8.5.4	Instrumentation	LS		\$	\$
8.6	Air Compressor Relocation	LS		\$	\$
8.7	Interfacing with Ga Power for EMGR. Gen Sets	LS		\$	\$
8.8	Commissioning	LS		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
9.1	Concrete Encased Duct Bank				
9.1.1	Duct Bank	LS		\$	\$
9.1.2	Vaults or other Precast Structures	LS		\$	\$

9.2	Electrical Conduit and Conductors				
9.2.1	Conduit, Duct, or Raceways not otherwise included	LS		\$	\$
9.2.2	Conductors, Cables, Wiring	LS		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
10	Owner Directed Work				
10.1	Miscellaneous (Owner Allowance)	LS	1	\$ 1,000,000	\$ 1,000,000

Proposer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ARTICLE 4—TIME OF COMPLETION

- 4.1 Proposer agrees that the Work will be substantially complete within **425 days** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.1 of the General Conditions or **30 days** after delivery of all major equipment and will be completed and ready for final payment in accordance with Paragraph 15.6 of the General Conditions. The time of completion is the same for both Divisions.
- 4.2 Proposer accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—PROPOSER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.1 *Proposal Acceptance Period*
 - A. This Proposal will remain subject to acceptance for 30 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.
- 5.2 *Instructions to Proposers*
 - A. Proposer accepts all the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security.
- 5.3 *Receipt of Addenda*
 - A. Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	5/14/26

ARTICLE 6—PROPOSER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.1 *Proposer’s Representations*
 - A. In submitting this Proposal, Proposer represents the following:
 - 1. Proposer has examined and carefully studied the Proposal Documents, including Addenda.
 - 2. Proposer has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Proposer has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Proposer has considered the information known to Proposer itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Proposal Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, if selected as Contractor; and (c) Proposer's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Proposer agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.
8. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Proposal constitutes an incontrovertible representation by Proposer that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents.

6.2 *Proposer's Certifications*

A. The Proposer certifies the following:

1. 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 collusive agreement or rules of any group, association, organization, or corporation.
2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal.
3. Proposer has not solicited or induced any individual or entity to refrain from Proposing.
4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.2.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Proposal process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Proposal process to the detriment of Owner, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Proposal process or affect the execution of the Contract.

PROPOSER hereby submits this Proposal as set forth above:

Proposer:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Proposer is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Proposer's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Proposer's Georgia Utility Contractor's License No.: _____