

SECTION 00 52 13

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF STIPULATED PRICE**

This Agreement is by and between **THE CITY OF CUMMING** (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—THE PROJECT

1.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

CITY OF CUMMING – PWPF – PHASE 2 CLEARWELL IMPROVEMENTS

ARTICLE 2—WORK

2.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PWPF – Phase 2 Clearwell Improvements: The Project will involve furnishing all materials, labor, and equipment to install a new six (6) million-gallon clearwell, a new electrical building sized and arranged for future electrical upgrades, new yard piping connecting various parts of the proposed and existing facilities, and a new access road to this area. The electrical upgrades shall include coordinating contractor’s scope of work with Ga Power’s scope to provide power prior to commissioning.

ARTICLE 3—ENGINEER

3.1 The Owner has retained **PRIME ENGINEERING, INC.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.2 The part of the Project that pertains to the Work has been designed by Engineer, and that same entity prepared the design.

ARTICLE 4—CONTRACT TIMES

4.1 *Time is of the Essence*

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times*

A. Notice to Proceed Date is estimated **August 2026**.

B. The Work will be substantially completed on or before **October 2027**.

4.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

ARTICLE 6—PWPF 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	Ground Improvement	LS		\$	\$
1.1.3	Clearwell, Complete	LS		\$	\$
1.1.3.1	Dirt Spoilage	LS		\$	\$
1.1.4	Electrical Controls, Complete	LS		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
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		\$	\$

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		\$	\$

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
2	Water Utilities Piping				
2.1	Piping	LS		\$	\$
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		\$	\$

4	Sanitary Sewer				
4.1	Piping	LF		\$	\$
4.2	Precast/Poured 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 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		\$	\$
9.1.3	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		\$	\$

10	Owner Directed Work				
10.1	Miscellaneous	LS	1	\$ 1,000,000	\$ 1,000,000

Item No.	Description	Total Price
11	Total Proposal Amount	

ARTICLE 7—PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 5.1 above, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95%** of the value of the Work completed (with the balance being retainage).

b. **100%** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95%** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.1.E of the General Conditions, and less **such amounts as Engineer shall determine as** the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.6 of the General Conditions.

ARTICLE 8—CONTRACT DOCUMENTS

7.1 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Specifications (not attached but incorporated by reference) consisting of [164] sections with each sheet bearing the following general title: **CITY OF CUMMING – PWPF – PHASE 2 CLEARWELL IMPROVEMENTS**
3. Drawings (not attached but incorporated by reference) consisting of [167] sheets with each sheet bearing the following general title: **CITY OF CUMMING – PWPF – PHASE 2 CLEARWELL IMPROVEMENTS**
4. Addenda

Addendum Number	Addendum Date
Addendum #1	5/14/26
Addendum #2	6/12/26

5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.1 *Contractor’s Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract 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 Contractor; and (c) Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor 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.
6. Contractor 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 Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.2 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.02:
 1. "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 or in the Contract execution.
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. “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; and
4. “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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2026, (which is the Effective Date of the Contract).

Owner:

City of Cumming

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Phil Higgins

(typed or printed)

Title:

City Administrator

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Cumming

100 E. Main Street

Cumming, GA 30040

Designated Representative:

Name: **Jonathon W. Heard**

(typed or printed)

Title: **Director of Utilities**

(typed or printed)

Address: **100 East Main Street**

Cumming, GA 30040

Phone: **770-781-2020**

Email: **Jon.heard@cityofcumming.net**

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

Georgia

END OF SECTION 00 52 13