

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Community Development

Presenter(s) & Title: Bethany Watson

City Engineer

Agenda Item Title:

Discussion and Possible Action on the Award of the W. Main Street Pedestrian Corridor Project to Wilson Construction Management, LLC. in the amount of \$1,342,439.00.

Summary:

Bids were received on May 7, 2026 for the W. Main Street Pedestrian Corridor Project. Eleven (11) general contractors placed bids on the project. See memo attached.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 1,342,439.00 Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☒ Other: SPLOST

Staff Recommendations:

Approval of the Award of the W. Main Street Pedestrian Corridor Project to Wilson Construction Management, LLC. in the amount of \$1,342,439.00.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

Attachments:

Agreement
Recommendation Memo
References
Agreement



Memorandum

To: Mayor and City Council
From: Bethany Watson, P.E., AICP, City Engineer
CC: Billy Peppers, City Manager
Date: June 10, 2026
Re: W. Main Pedestrian Corridor Project

Bids were received for the W. Main Pedestrian Corridor Project on May 7, 2026, after the required public advertisement.

This project includes conversion of the existing two-way roadway to one-way, on-street angled parking, roadway widening and overlay, installation of 10' wide sidewalk with brick pavers, and associated site and civil work for the completion of the project.

Eleven (11) general contractors submitted bids and they are summarized below.

Contractor	Bid Amount
Complete Site, LLC	\$1,260,500.25
Wilson Construction Management, LLC	\$1,342,439.00
Bartow Paving Company, Inc.	\$1,498,665.00
Azimuth Contractors LLC	\$1,606,467.58
Summit Construction & Development, LLC	\$1,665,542.81
R&B Developer, Inc.	\$1,699,305.00
Backbone Infrastructure, LLC	\$1,669,396.00
Hasbun Construction	\$1,744,227.52
JHC Corporation	\$1,770,053.22
Excellere Construction LLC	\$2,103,800.00
Glosson Enterprises, LLC	\$2,158,268.00

While Complete Site, LLC submitted the lowest bid, Staff recommends bypassing this proposal due to a documented history of unsatisfactory project performance with the City. Most recently, this contractor has been involved in critical issues regarding ongoing development within the City, including improper utility installation and water usage. Furthermore, the Public Works department has corroborated these concerns, citing deficiencies in project oversight and multiple change order requests. The next lowest bidder, Wilson Construction Management, LLC, provided excellent qualifications by submitting multiple reference letters depicting high-quality work. Additionally, Wilson Construction Management, LLC has a proven track record of success with the City, having recently completed a project of similar scale and within budget. Therefore, staff recommends awarding the contract to Wilson Construction Management, LLCs, as it represents the best value and lowest risk for the City.

City of Canton
W. Main Pedestrian Corridor
Bid Results
May 7, 2026 10:00am

Contractor	Bid Bond	Addendum 1	Base Bid Amount	Total Bid Amount
Glosson Enterprises, LLC	X	X	\$1,958,268.00	\$2,158,268.00
Excellere Construction LLC	X	X	\$1,903,800.00	\$2,103,800.00
JHC Corporation	X	X	\$1,570,053.22	\$1,770,053.22
Hasbun Construction	X	X	\$1,544,227.52	\$1,744,227.52
Backbone Infrastructure, LLC	X	X	\$1,469,396.00	\$1,669,396.00
R&B Developer, Inc.	X	X	\$1,499,305.00	\$1,699,305.00
Summit Construction & Development, LLC	X	X	\$1,465,542.81	\$1,665,542.81
Azimuth Contractors LLC	X	X	\$1,406,467.58	\$1,606,467.58
Bartow Paving Company, Inc.	X	X	\$1,298,665.00	\$1,498,665.00
Wilson Construction Management, LLC	X	X	\$1,142,439.00	\$1,342,439.00
Complete Site, LLC	X	X	\$1,060,500.25	\$1,260,500.25

EXHIBIT F

PROJECT SPECIFICS

1. Contractor shall construct the project following Georgia Department of Transportation current standards and specifications manual, supplemental specifications, and construction standards and details.
2. Contractor is responsible for utility coordination and ensuring that the location of all utilities is accurate to the best of their knowledge. Contractor shall coordinate utility relocations so as not to interfere with the contract schedule requirements.
3. Any necessary construction signs shall be mounted.
4. Temporary striping costs to be included in Traffic Control pay item. Roads should be striped as soon as possible after paving.
5. There will be a 14-day cure on final lift of asphalt prior to placement of thermoplastic striping.
6. If any additional pay items not included in the contract are deemed necessary by the Engineer, then the contractor shall negotiate a price with the County for the additional pay item. Price shall be not more than 10% greater than the current GDOT item mean price for that pay item.

SUPPLEMENTAL SPECIFICATION

Section 107—Legal Regulations and Responsibility to the Public

Add the following:

107.21—Contractor's Worksite Utility Coordination Supervisor

107.21 General Description

The Contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding to the emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the Contractor and the City of Canton. The WUCS shall recommend the rate of reoccurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractors and the City of Canton of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for approval, a Progress Schedule Chart, immediately following the receipt of the Notice to Proceed unless otherwise specified, which includes the utility companies controlling items of work and other information in accordance with Section 108.03 or elsewhere in the Contract documents.

A. Qualifications

The WUCS shall be an employee of the Prime Contractor, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be knowledgeable of the High-voltage Safety Act and shall be trained on the Georgia Utility Facility Protection Act (GUFPA). The City of Canton does not provide any training on GUFPA but will maintain a list of the Georgia Public Service Commission certified training programs developed by other agencies. Currently the following companies offer approved GUFPA training programs:

Associated Damage Consultants

Phone: 706.234.8218 or 706.853.1362

Georgia Utility Contractors Association

Phone: 404.362.9995

Section 107—Legal Regulations and Responsibility to the Public

Georgia Utilities Protection Center

Phone: 678.291.0631 or 404.375.6209

H B Training & Consulting

Phone: 706.619.1669 or 877.442.4282 (Toll Free)

The Prime Contractor is responsible for obtaining the GUFPA training for their employees. Questions concerning the Georgia Public Service Commission GUFPA training program should be directed to:

Georgia Public Service Commission

244 Washington St. SW

Atlanta, GA 30334-5701

404.463.9784

B. Ticket Status

During the utility coordination meetings the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the project limits. This information will be used to assure those planning to use mechanized equipment to excavate or work within the project limits are prepared to begin work when they have reported or estimated beginning work. At points where the Contractor's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

C. Notice

The names of known utility companies and the location of known utility facilities will be shown on the Plans, or listed in the Subsurface Utility Engineering Investigation if performed or in the Special Provisions; and the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. Notice to the utility companies by the City of Canton of the Award of Contract, under Subsection 105.06, shall not be deemed to satisfy the notice required by this paragraph. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".

D. Agenda

The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal and relocations or adjustment work in order that these operations may progress in a reasonable manner, that duplication of their removal and relocations or adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same in advance of the meeting to encourage input and participation from all of the utility companies. The agenda will be prepared by an examination of the project site and may include photographs of potential/actual utility conflicts.

E. Emergency Response Plan

Section 107—Legal Regulations and Responsibility to the Public

The WUCS shall prepare an Emergency Response Plan within 30 days following the receipt of the Notice to Proceed. The WUCS shall clearly mark and highlight the gas, water and other pressurized pipeline shut-off valves and other utility services including overhead switch locations on the utility plans; and prepare a chart to indicate the location of each site (Street address or intersections), the utility company or operator of the facility with emergency contact information and the working condition of the device to facilitate prompt shut-off. The WUCS shall post the Emergency Response Plan in an area readily accessible to the City of Canton. In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

F. Submission

Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information will be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.

G. Delays

Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will be considered for an extension of Contract Time as provided in Subsection 108.07.E unless such delays are due to the negligence of the Contractor.

H. Facilities Supported on Bridges

If the utility facilities are to be supported on bridges, the following provisions shall apply:

1. The Plans will show the location of the facility and the auxiliary items necessary to support the facility.
2. The Contractor constructing the bridge shall install anchor bolts, thimbles, inserts, or other auxiliary item attached to the bridge as a part of the support for the utility facility. The Utility Company shall furnish these auxiliary items, unless the Contract indicates these items are to be furnished by the Contractor as a part of the bridge construction.
3. The Utility or its subcontractor constructing the utility facility shall install hanger rods, pipe rollers, and other attachments necessary for the support of the utility facility as indicated on the Plans. The Utility Company shall furnish these attachments at no cost to the City of Canton or the prime contractor unless otherwise specified. This work shall also include:
 - a. Caulking the openings around the utility where it passes through endwalls to prevent the passage of undesirable materials.
 - b. Painting the exposed portions of utility supports unless such supports are corrosion resistant. Painting shall be done in accordance with the applicable portions of Section 535, unless otherwise specified.
4. The sequence of bridge construction work may be set forth in the Plans and/or the Special Provisions and will show at what stage of the Work a utility company will be allowed to make the utility installation. Further, all or any portion of The Work under Subsection 107.21.H.3 may be included in the bridge Contract by the Plans and/or the Special Provisions.

Section 107—Legal Regulations and Responsibility to the Public

5. Any damage to the bridge structure caused by the utility installation shall be repaired to the satisfaction of the Engineer at the expense of the Utility or its subcontractor installing the utility facility.

I. Clearances

The Plans provide for at least minimum clearance of utilities as required by the National Electrical Safety Code, U.S. Department of Commerce, and National Bureau of Standards. Any additional clearance the Contractor may desire or require in performing The Work shall be arranged by the Contractor with the utility company. The City of Canton will pay no extra compensation for such additional clearances.

J. Utility Relocation Progress Schedule

The purpose of the Utility Adjustment Schedule is to provide the Contractor with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a feasible progress schedule. A suitable Utility Adjustment Schedule form is available from the City of Canton for the WUCS to circulate to utility companies for any proposed project construction staging or should a utility company not duly file a Utility Adjustment Schedule to the City of Canton during the preconstruction phase of the project. The WUCS shall submit a Utility Relocation Progress Schedule showing together the Progress Schedule Chart referenced in Section 108.03 and the proposed Utility Adjustment Schedules from all utility companies to the Engineer for review and approval. Copies of existing Utility Adjustment Schedules with utility companies having facilities on this project will be made available for examination by the Contractor. Utility Adjustment Schedules are available on-line at: <http://www.dot.ga.gov/doingbusiness/contractors/Pages/default.aspx>

K. Compensation

There will be no separate measurement or payment for this Work. The cost associated with this Work shall be included in the overall Bid submitted.



Wilson Construction Management

Wilson Construction Management
6365 McDonough Dr,
Norcross, GA 30093

Daniel Miller (C) (770) 596-8778 (O) (404) 626-4397
Parth Patel (C) (419) 378-6705

When you choose Wilson Construction Management, you have a partner that is as committed to the success of your construction project as you are, completing it on time, every time. We are a GDOT-approved contractor and equipped to handle all facets of heavy civil projects from start to finish. Everyone's project is different. Our team will collaborate with you to ensure all value opportunities have been identified to expedite the schedule and control costs.

Wilson Construction Management Provides Heavy Civil and Infrastructure Project to include earthworks, grading to water/sewer infrastructure, Excavation, and more throughout the Southeast. We prepare the site by performing clearing of trees and debris, removing topsoil, grading, underground storm drains and utilities. Based on the type of project, we prepare the graded area for completion of the site service.

From stormwater control and municipal water resources to sewer/wastewater piping, our team has the skills and resources to do the job right. Wilson excels at installing pipelines without having to dig up the ground. This process also reduces your project's cost, in addition to saving you time in terms of construction duration.

We keep our development services cost-effective, while keeping our execution quick and efficient. We offer our clients the complete package of construction management and infrastructure work, ensuring the success of any construction project from start to finish. Our full-service company will provide superior results to any project you hire us for.

;



Wilson Construction Management is an LLC, and all principals are:

Nathaniel Scott Wilson

P: 678-761-5853

E: nathaniel@wilsoncm.com

A: 148 Montvale Dr. Hoschton, Ga, 30548

Jeremiah Adam Wilson

P: 678-772-4229

E: jeremiah@wilsoncm.com

A: 948 Dennis Station, Eatonton, GA 31024



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

November 18, 2025

CERTIFICATE OF QUALIFICATION
Vendor ID: 16636

Wilson Construction Management, LLC
6365 McDonough Drive
Norcross, GA 30093

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: ***"Special provisions of this certificate provides that there will be "No competing bids with AKA Tree Service, LLC and MPW Infrastructure Group, LLC due to common ownership."***

MAXIMUM CAPACITY RATING: \$111,600,000.00

CERTIFICATE EXPIRES: October 31, 2027

PRIMARY WORK CLASS/CODE: 205

SECONDARY WORK CLASS(ES)/CODE(S): 150, 163, 201, 209, 310, 310A, 439, 441, 500, 550, 660, 668, 670, 700 and 702

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

CW Matthews - 03/2007 - 09/2007

- Foreman
- Required to prepare and maintain accurate daily logs and reports, installation and inspections of all traffic control devices. Supervise general labor for ongoing projects. Field design of best management practices for erosion control. Heavy equipment operator. Layout for striping of interstates/highways. Coordinate field activities with daily scheduling. Attend all pre-construction meetings and assists with the coordination and management of subcontractors on Civil and Infrastructure projects.

Cohutta Grading - 09/2002 – 02/2004

- Heavy Equipment operator
- Ability to operate all types of heavy equipment while assisting with all aspect of the grading and underground pipe operations. Establish and transfer elevations. Install water and storm pipe. Mass and finish grading.

Certifications/skills/software/other

Skills:

- Project Management / Cost control
- RFI's / Change orders
- Monthly Invoicing
- Accurate detailed reports
- Submittals
- Comprehend civil site plans
- Estimating

Software:

- Primavera
- AutoCAD 2010
- Microsoft Project
- Autodesk Civil 3D
- Microsoft Outlook
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint

Certifications:

- Georgia General Contractor License Qualifying Agent
- National Commercial Building Contractor License – NASCLA
- Georgia Professional Utility Foreman License
- Georgia Certified Public Weigher
- International Explosives Engineers Society
- OSHA 30 Hour certified
- National Safety Council traffic control supervisor
- GA soil and water conservation commission certified personnel. (Erosion Control)
- National Safety Council flagging certified.
- GDOT Worksite Utility Coordinator and relocations
- GDOT Erosion Control (WECS)
- State of Georgia Blasting Authorization (Level 3)
- Florida state explosive license.
- Alabama state explosive license.
- Excavation competent person.
- Bureau of Alcohol, Tobacco, and Firearms (ATF) clearance.
- Class A CDL / Heavy Equipment Operator
- Machine Control GPS

Selected Accomplishments:

- 5th Runway – Atlanta Hartsfield Jackson Airport
- 14th Street Bridge Replacement and Improvements – \$88M Georgia Department of Transportation 2007
- Memorial Road Improvements - \$4M Dekalb County Department of Transportation 2010
- Old Norcross Tucker Road Improvements - \$5M Gwinnett County Department of Transportation 2012
- Marietta Road Improvements - \$3M City of Canton Department of Transportation 2013
- GA20 @ SR108 Intersection Improvements - \$6M Georgia Department of Transportation 2014
- Mullinax Road Widening and Improvements - \$14M Forsyth County Department of Transportation 2015
- Bethlevue Road Widening and Improvements - \$37M Forsyth County Department of Transportation 2016
- East Cherokee Dr Widening and Improvements - \$7M Cherokee County Department of Transportation 2017
- Hardscrabble Road Reconstruction with Roundabout - \$7M City of Roswell Department of Transportation 2018
- Birmingham Road Culvert Replacement – \$1.2M City of Milton Department of Transportation 2019
- And many more Infrastructure projects including mass dirt moving operations, box culverts, bridges, 72" RCP pipe, 36" water line and asphalt work.

Federal, State, County or Municipal agency

- Georgia Department of Transportation - GDOT
- Cobb County DOT and Cobb County Water Authority
- Forsyth County DOT including Forsyth County Water Authority

- Fulton County Water Authority
- City of Milton
- City of Peachtree Corners
- Gwinnett County DOT including Gwinnett County Water Authority
- Cherokee County including Gwinnett County Water Authority and many others.



To Whom It May Concern,

I am writing to recommend Wilson Construction Management for additional construction services with future prospective clients. I have had the pleasure of working directly with them on our Brumbelow Road at Tuckerbrook Lane Project. The scope of work for this project involved installing medianettes and other modifications such as asphalt resurfacing to improve the intersection.

Wilson Construction has illustrated their attention to detail, quality and safety throughout this time. This company strives for the highest safety standards. The City of Johns Creek requires a serious commitment by everyone involved with our projects. Wilson Construction Management has met and exceeded expectations.

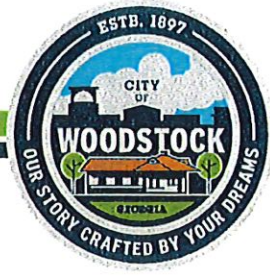
During the course of construction they effectively met all project schedule requirements. The construction crew was able to quickly adapt to any changes in order to keep work on schedule and aligned with the overall project schedule. In addition, Wilson Construction Management has been accommodating when dealing with unforeseen conditions and potential change orders.

Please consider Wilson Construction Management for your construction service needs. I recommend them and look forward to working with them again.

Tracy Stephens

Tracy Stephens
Construction Superintendent

Public Works

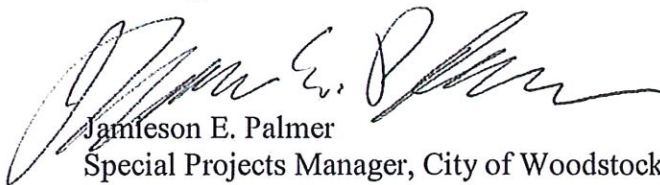


To whom it may concern:

I am happy to offer a letter of recommendation. Wilson Construction Management has been a great contractor to work with on our Neese Rd Improvement project partnered with GDOT. The work performed consisted of traffic control, erosion control, tree clearing, grading, import and placement of dirt and GAB, concrete sidewalk, curb and gutter, miscellaneous concrete, retaining wall, storm drainage pipe, grassing and sod, miscellaneous water line items, asphalt, signal, signs, and striping.

Wilson Construction Management's knowledge of the project met or exceeded all contractual obligations and was a success. I would recommend to others that they consider using Wilson Construction Management firm for their next construction project.

Sincerely,



Jameson E. Palmer
Special Projects Manager, City of Woodstock, GA

Date 3/30/2023

To Whom It May Concern:

The City of Milton has been under contract with Wilson Construction Management over the last couple of years on multiple projects and has been very pleased with the services provided. Wilson Construction Management was a low bidder on multiple projects and has proved they are more than capable to handle projects big and small. Daniel and his team have completed our projects on time and under budget. When we have run into obstacles on projects the Wilson team has offered up alternative fixes so these issues.

The Wilson Construction Management team provided the support and service that you would expect from a professional contractor.

I can offer my full support and recommendation of Wilson Construction Management for municipal construction including construction layout, traffic control, erosion control, tree clearing and grubbing, grading, roadway excavation, asphalt, concrete sidewalk, curb and gutter, miscellaneous concrete, retaining wall, storm drainage pipe, grassing and sod, sanitary sewer, jack and boring, 8", 12" 16" water main, and landscaping planting trees.
grading, water and sewer installation, demolition, and forestry mulching.

Matt Fallstrom

Name: Matthew Fallstrom
Title: Capital Projects Manager



January 12, 2022

Re: Mr Jeff Davidson

To Whom It May Concern:

I have personally worked with Mr Jeff Davidson at where he served as a Superintendent on a project that Lowe Engineers managed for the City of Dunwoody.

Performing as the Project Superintendent, I found Jeff cordial and competent in the performance of the work of on the installation of water and sewer mains. The work included the installation 6, 8, 12 and 16 inch water mains, jack and bore and associated valves and reconnections to existing services. Work on this project also included the installation of 8" sewer mains and associated manholes.

The work was performed on the Mt Vernon Rd at Vermack Rd/Manhasset Dr Intersection Improvement project. The sewer work involved deep excavations crossing a road with tight utility clearances, and the water main work was adjacent to a high traffic volume corridor.

Through the course of work, I found Jeff competent with his decisions, and capable of resolving difficult issues that arose. I would not hesitate to work with Jeff again in any type of water, sewer, storm drain or roadway associated work. If further information is needed, I can be contacted at 404-545-1593.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Ayers", with a stylized flourish at the end.

David Ayers
Lowe Engineers
Construction Manager

AGREEMENT

THIS AGREEMENT made by and between the **City of Canton, Georgia** (hereinafter called Owner) and **Wilson Construction Management, LLC,** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

W. Main Pedestrian Corridor Project

ARTICLE 2 – ENGINEER

Atkins will act as representative, assume all duties and responsibilities, and have the rights and authority assigned to the Architect/Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Days to Achieve **Substantial Completion and Final Payment*** The work will be substantially completed within **540 days** after the date when the contract times commence to run as provided in paragraph 2.03 of the general conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the general conditions within **630 days** after the date when the contract times commence to run.
- 3.02 *Liquidated Damages.* Contractor and Owner recognize that time is of the essence as stated in paragraph 3.01 above and that owner will suffer financial loss if the work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of the general conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by owner if the work is not completed on time. Accordingly, instead of requiring any such proof, owner and contractor agree that as liquidated damages for delay (but not as a penalty), contractor shall pay owner \$500 (five hundred dollars) for each day that expires after the time specified in paragraph 3.01 above for substantial completion until the work is substantially complete. After substantial completion, if contractor shall neglect, refuse, or fail to complete the remaining work within the contract time or any proper extension thereof granted by owner, contractor shall pay owner \$250 (two hundred fifty dollars) for each day that expires after the time specified in paragraph 3.01 above for completion and readiness for final payment until the work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 *Submittal and Processing of Payments* Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.02 *Progress Payments; Retainage* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A below.
- A. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and with the Owner's consent, such materials and equipment suitably stored, insured, and protected off-site at a location approved by the Architect/Engineer, less a retainage of ten percent (10%) of each progress payment requested; provided, however, when fifty percent (50%) of the Contract Price, including change orders and other additions to the Contract, is due and the manner of completion of the contract work and its progress is reasonably satisfactory to the Architect/Engineer, in the Architect/Engineer's sole discretion, the Owner shall withhold no more retainage on additional work completed. The Contractor shall be entitled to withhold retainage from subcontractors in accordingly. At the discretion of the Owner, upon recommendation of the Architect/Engineer and with consent of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
- B. If, after discontinuing the retainage, the Architect/Engineer determines that the work is unsatisfactory or has fallen behind schedule, retention shall be resumed at the previous level. If retention is resumed, the Contractor shall be entitled to resume withholding retainage from any affected subcontractors.
- 5.03 *Final Payment.*
- A. At substantial completion of the contract work and as the Architect/Engineer determines the work to be reasonably satisfactory, the Owner shall within 30 days after presentation of Application and other appropriate documentation as required by Article 14 of the General Conditions are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item, as determined by the Architect/Engineer, shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear. The Contractor shall, within ten (10) days from Contractor's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the

Owner provided that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Contractor in his reasonable discretion may require, including, but not limited to a payment and performance bond.

- B. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to the lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- C. All prior certificates or estimates upon which payments have been made are approximate only, and subject to correction in the final payment.

5.04 *Contractor's Agreements with Subcontractors.* The Contractor hereby covenants and agrees with Owner to obtain written agreements from each subcontractor setting forth payment procedures in accordance with the foregoing provisions of this Section. Nothing contained herein shall preclude the Contractor, prior to making payment to a subcontractor, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.

ARTICLE 6 – INTEREST

- 6.01 The Current Market Rate for this Agreement shall be the interest rate for the “Georgia Fund 1” managed by the State Office of Georgia Office of Treasury and Fiscal Services or a pro-rata portion on the principal balance.
- 6.02 All moneys not paid by Owner to Contractor when due as provided in Article 14 of the General Conditions shall bear interest at the Current Market Rate.
- 6.03 On contracts relating to installation, extension, improvement, maintenance or repair of any water or sewer facility, retainage shall be invested at the Current Market Rate and any interest earned on the retained amount shall be paid to the Contractor when the project has been completed within the Contract Times and for the Contract Price specified in the Contract, or in any amendments or change orders approved in accord with the terms of the Contract.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. 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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data
 - E. Contractor has considered the information known to Contractor; 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 Site-related reports identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
 - G. 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.
 - H. Contractor has given Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect/Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance Bond

3. Payment Bond
4. General Conditions
5. Supplementary Conditions
6. Specifications bearing the title:
 W. Main Pedestrian Corridor
7. Drawings consisting of 51 sheets with each bearing the following general title:
 W. Main Pedestrian Corridor
8. Addenda (numbers 1 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Other exhibits or certifications (if applicable) accompanying this Agreement.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *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 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid 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 Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid 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 bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

Owner:

City of Canton

Bill Grant

By (Typed Name)

Mayor

Title

Signature

[SEAL]

Attest:

Annie Fortner

City Clerk

Address for Giving Notice:

City of Canton

110 Academy Street

Canton, GA 30114

Contractor:

Wilson Construction Management, LLC.

By

Title

Signature

[SEAL]

Attest:

Address for Giving Notice:

Wilson Construction Management, LLC

6365 McDonough Drive NW

Norcross, GA 30093

Approved as to form

Robert M. Dyer,

Attorney, City of Canton

(Attach evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement)