

Item 12B



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 on the Award of the Reinhardt College Parkway at Reservoir Road Intersection Improvement Project to Glosson Enterprises in the amount of \$702,690.00

Summary:

Bids were received on July 9, 2024 for the Reinhardt College Parkway at Reservoir Road Intersection Improvement Project. Ten (10) general contractors placed bids on the project. A summary of the results are attached.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 702,690.00 Check if Estimated ☐

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

Staff Recommendations:

Staff will make recommendation at the next Council Meeting.

Reviews:

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

Attachments:

Memo
Agreement



Memorandum

To: Mayor and City Council
From: Bethany Watson, P.E., AICP, City Engineer
CC: Billy Peppers, City Manager
Date: July 24, 2024
Re: Reinhardt College Parkway at Reservoir Road Intersection Improvements

Bids were received for the Reinhardt College Parkway at Reservoir Road Intersection Improvements July 9, 2024 after the required public advertisement. This project includes the construction of a traffic signal and associated improvements, as well as signage and striping.

Ten (10) general contractors submitted bids and they are summarized below.

Contractor	Base Bid
Glosson Enterprises	\$702,690.00
Vertical Earth, LLC	\$751,402.94
Wilson Construction Management, LLC	\$751,511.06
Baldwin Paving Company, Inc.	\$752,300.00
Lagniappe Development Co., Inc.	\$778,808.09
Backbone Infrastructure, LLC	\$783,556.00
Bartow Paving Company, Inc.	\$791,512.06
R&B Developer, Inc	\$808,910.75
Summit Construction & Development, LLC	\$976,915.24
Pride Contracting, Inc.	\$1,224,865.00

Staff recommends award of the Reinhardt College Parkway at Reservoir Road Intersection Improvements project to Glosson Enterprises of Acworth, Georgia for the verified low bid of \$702,690.00.

AGREEMENT

THIS AGREEMENT made by and between the City of Canton, Georgia (hereinafter called Owner) and Glosson Enterprises, (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:

Reinhardt College Pkwy at Reservoir Road Intersection Improvements

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 **210 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 **240 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:
Reinhardt College Pkwy at Reservoir Road Intersection Improvements
 7. Drawings consisting of 51 sheets with each bearing the following general title:
Reinhardt College Pkwy at Reservoir Road Intersection Improvements
 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 _____, 2024 (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:

Glosson Enterprises

By

Title

Signature

[SEAL]

Attest:

Address for Giving Notice:

Glosson Enterprises

3440 Blue Springs Rd #104

Kennesaw, GA 30144

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)