

**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 Harmon Field Lift Station Improvements Project to BH Gregory, LLC in the amount of \$132,937.30.

Summary:

Bids were received on September 17, 2024 for the Harmon Field Lift Station Improvements Project. One (1) general contractor placed bids on the project. This project was previously bid with no bidders. This bid is below the engineers estimate.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 132,937.30 Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff recommends approval of the Award of the Harmon Field Lift Station Improvements Project to BH Gregory, LLC in the amount of \$132,937.30.

Reviews:

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

Attachments:

Agreement

AGREEMENT

THIS AGREEMENT made by and between the **City of Canton, Georgia** (hereinafter called Owner) and **BH Gregory, 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:

City of Canton, Georgia, Harmon Field Lift Station Improvements. The project generally involves improvements of the lift station building and site for the Harmon Field Lift Station.

ARTICLE 2 – ENGINEER

Atkins will act as representative, assume all duties and responsibilities, and have the rights and authority assigned to the 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 **90 calendar 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 **120 calendar 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 \$300 (three 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 \$150 (one 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 (pages 00520-1 to 00520-7, inclusive)

~~2. Performance Bond~~

3. Payment Bond (pages 00615-1 to 00615-3, inclusive)
 4. Standard General Conditions (pages 00700-1 to 00700-43, inclusive)
 5. Supplementary Conditions (pages 00800-1 to 00800-8, inclusive)
 6. Specifications bearing the title: City of Canton Harmon Field Lift Station Improvements.
 7. Drawings consisting of all sheets with each bearing the following general title: City of Canton Harmon Field Lift Station Improvements.
 8. Addenda (numbers 1 to , 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:

BH Gregory, LLC

Bret Haley

By (Typed Name)

Managing Member

Title

Signature

[SEAL]

Attest:

Address for Giving Notice:

BH Gregory, LLC

1040 Mount Carmel Church Lane

Canton, GA 30114

Approved as to form

Robert M. Dyer,

Attorney, City of Canton

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

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

City of Canton, Georgia
Harmon Field Lift Station Improvements

THIS BID IS SUBMITTED TO:

City of Canton, Georgia
110 Academy Street
Canton, GA 30114

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
	08/15/2024		

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work, and bidder has not relied upon any oral representations by employees or agents of Owner or Engineer.
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - (e) BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto.
 - (f) BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
 - (g) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (h) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (i) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (j) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. ~~Unit prices have been computed in accordance with paragraph 11.03 of the General Conditions.~~ All specific cash allowances are included in the price(s) and have been computed in accordance with paragraph 11.02 of the General Conditions.

~~BIDDER acknowledges that quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.~~

- ~~5. BIDDER declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.~~
6. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
7. Bidder has not solicited or induced any individual or entity to refrain from bidding
8. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:
 - (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 bidding process
 - (b) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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 Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid 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 bidding process or affect the execution of the Contract.
9. BIDDER will complete the Work in accordance with the Contract Documents for the prices listed in the following Bid Schedule.

The remainder of this page is intentionally left blank.

BID SCHEDULE

All bid items shall include all costs for furnishing all labor, materials, equipment, supplies, allowances and all other costs including permit fees, taxes, insurance, miscellaneous costs, overhead and profit incurred for the Work, complete in place and ready for continuous service. Payment shall be in accordance with the General Conditions.

PART 1 – BASE BID

No.	Description	Quantity	Units	Unit Price (in figures)	Total Price (in figures)
1.	City of Canton Harmon Field Lift Station Improvements per Contract Documents including all work shown on the Drawings and as specified.	1	LS	<u>\$97,937.30</u>	<u>\$97,937.30</u>

Total Price Part 1 – Base Bid (Item(s) 1a): \$ 97,937.30

Total Price Part 1 – Base Bid in Words: Ninety Seven Thousand Nine Hundred
Thirty Seven dollars and Thirty cents

The amount of Part 1 – Base Bid shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the bidder and the extensions adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

PART 2 – ALLOWANCE COSTS

The Bidder shall include in the Total Bid price the lump sum allowances identified below. Payment will be in accordance with the General Conditions and Division 1. Any unused balance of the allowances shall revert to the Owner upon completion of the project.

Cost Item	Description			Total Allowance Price (in figures)
2a.	Allowance for correction of unforeseen utility conflicts and utility relocation			\$10,000
2b.	Allowance for Owner initiated miscellaneous work			\$25,000
	Total Allowance Cost Items 2a and 2b			\$35,000

Total Allowance Cost in Words: Thirty-Five Thousand dollars and zero cents

BID SUMMARY

Part 1 Base Bid \$ 97,937.30

Part 2 Allowance Items \$ 35,000

TOTAL PRICE: \$ 132,937.30

TOTAL PRICE IN WORDS: One Hundred Thirty Two Thousand Nine Hundred
Thirty Seven dollars and Thirty cents

10. BIDDER agrees that the Work will be substantially complete within **90 calendar 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 **120 calendar days** after the date when the Contract Times commence to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time(s) specified in the Agreement.

11. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of Bid Bond, Certified Check, Cashier's Check, or Cash. *(Strikeout inapplicable terms)*

- (b) Bidders who submit Bid Security in the form of a Certified check, Cashier's Check, or Cash are bound by the "Terms of Bid Bond" as if submitted on the attached "Bid Bond" form.

The address of BIDDER indicated below.

BIDDER'S NAME

Primary Contact Person: Bret Haley

Secondary Contact Person: Chris Moore

Bidder's Street Address: 1040 Mount Carmel Church Lane
Canton, Ga 30114

Bidder's Mailing Address: _____
(if different) _____

Bidder's Phone No.: 470-452-1517

Bidder's Fax No.: _____

e-mail address: Bret@bhgregory.com

12. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

THIS BID SUBMITTED on September 16th, 20 24

If BIDDER is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as _____

Business address: _____

Phone No.: _____ FAX No.: _____

e-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

e-mail address: _____

A Corporation

Corporation Name: BH Gregory LLC (SEAL)

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): LLC

By: Bret H
(Signature)

Name (typed or printed): Bret Haley Katie Haley

Title: Owner Controller

Attest: Katie Haley (CORPORATE SEAL)
(Signature)

Business Address: 1040 Mount Carmel Church Lane

Canton, Ga 30114

Phone No.: 470-452-1517 FAX No.: _____

e-mail address: Bret@bhgregory.com

Date of Qualification to do business is 07/28/2024

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

e-mail address: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

SECTION 00430

BID BOND

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

BIDDER (Name and Address):

BH Gregory LLC

1040 Mount Carmel Church Lane

Canton, Ga 30114

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company

P.O. Box 14498

Des Moines, Iowa 50306

OWNER (Name and Address):

City of Canton

110 Academy Street

Canton, GA 30114

BID

Bid Due Date: 9/16.2024

PROJECT (Brief Description Including Location)

The project generally involves improvements of the lift station building and site for the City's Harmon Field Lift Station. The lift station is located in Canton, Georgia at Harmon Field City Park, 226 Harmon Circle, Canton, GA 30114.

BOND

Bond Number: 477109

Date (Not earlier than Bid due date): September 13, 2024

Penal Sum 5% of Bid Amount

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder 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 Bidder's Bid and Bidder 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 Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder 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 of Bidder and within 30 calendar days after receipt by Bidder 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 Bidder, 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 Bidder 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 Bidder 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.

BIDDER**SURETY**

BH Gregory LLC
Bidder's Name and Corporate Seal

(Seal) Merchants Bonding Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: Duncan, Steven B
Signature (Attach Power of Attorney)

Bret Haley
Print Name

Steven Duncan
Print Name

Owner
Title

Account Executive
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Controller
Title

Controller
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND PUBLIC WORK

Bond No. 477109

KNOW ALL PERSONS BY THESE PRESENTS:

That BH Gregory, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Canton, GA

(hereinafter called the Obligee) in the full and just sum of (5 %)

Five Percent of Bid Amount Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 13th day of September, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for Harm Field Lift Station Improvements

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

BH Gregory, LLC

Docusigned by:

Principal

By

Bret Haley

33D743923ECF493...

Bret Haley
Managing Member

Attest:

Merchants Bonding Company (Mutual)

By

Duncan, Steven B

44473167E2F747A

Steven B Duncan Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Steven B Duncan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

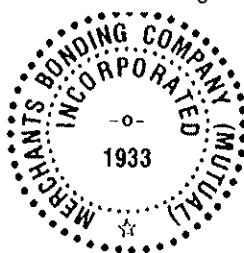
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of September, 2024.



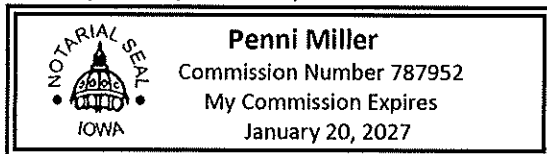
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of September, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

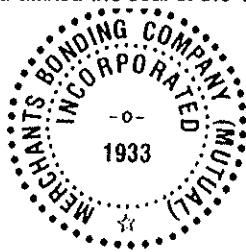
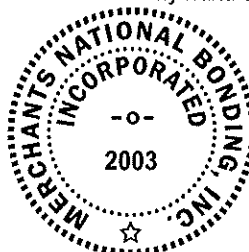


Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of September, 2024.



Elisabeth Sandersfeld
Secretary



BH Gregory LLC

Project Manager: Bret Haley
Estimator: Bret Haley
Estimate Number: 24-122
ATTN: City Of Canton
Tenant: Harmon Field Lift Station
Date: 9/16/2024
Sq Ft: n/a

DESCRIPTION	AMOUNT	COMMENTS
Demolition	\$ 3,850.00	
Site Work	\$ 375.00	
Concrete & Masonry	\$ 22,844.00	
Metals	\$ 38,604.00	
Doors/Frames/Hardware	\$ 2,323.65	
Glass/Glazing/Storefront	\$ 2,700.00	
Millwork and Carpentry	\$ 4,150.00	
Wallcovering and Painting	\$ 6,297.50	
Permitting and Inspections	\$ 608.58	
Bonding	\$ 650.00	
General Conditions:	\$ 7,725.00	
Sub-Total Construction Cost	\$ 90,127.73	
Overhead	\$ 3,154.47	
Insurance	\$ 1,802.55	
Fee	\$ 2,852.54	
Total Construction Cost	\$ 97,937.30	

REQUESTED ALTERNATES

Acceptance:

We hereby authorize BH Gregory LLC. to furnish all materials and labor required to complete the work mentioned in the above proposal and attached breakdown and do hereby agree to pay the sum quoted within 30 days of receipt of our invoice.

ACCEPTED BY: _____

TITLE: _____

DATE: _____



BH Gregory LLC

Project Manager: Bret Haley
Estimator: Bret Haley
Estimate Number: 24-122
ATTN: City Of Canton
Tenant: Harmon Field Lift Station
Date: 9/16/2024
Sq Ft: n/a

Detailed Description of Work	Quantity	Unit	Unit Cost	Total
Demolition:				
Demo handrail	1	ls		
Demo door and frame	1	ea		
Demo fencing	1	ls		
Demo roof	1	ls		
Dumpster	3	ea		
Subtotal:				\$3,850.00
Sitework:				
Silt Fence	125	lf		
Subtotal:				\$375.00
Concrete & Masonry:				
Form and pour concrete curb around stairwell	1	ls		
Provide new gravel inside fence area	1500	sf		
Brick Corner fence post	4	ea		
Corner fence post footing	4	ea		
Asphalt pavement	950	sf		
Subtotal:				\$22,844.00
Metals:				
Provide new handrail around concrete wet wall	32	lf		
Double leaf access door 42"x 96"	1	pr		
Provide new handrail down first landing	1	ls		
Aluminum I Bar Grate	1	ea		
Provide new In Kind Exhaust Fan	1	ea		
Adjustable louvers	2	ea		
Aluminum privacy slat	1	ls		
Vinyl Chain link fence	132	lf		
Fence Gates	3	ea		
Subtotal:				\$38,604.00
Doors/Frames/Hardware:				
Provide new metal door and frame with hardware	1	ea		
Subtotal:				\$2,323.65
Glass/Glazing/Storefront:				
Plexi glass	5	ea		
Subtotal:				\$2,700.00
Millwork & Carpentry:				
Provide new asphalt roof	1	ls		
Replace rotted roof decking as needed	1	ls		
Replace rotted soffit and fascia board as needed	1	ls		
Subtotal:				\$4,150.00
Wallcovering & Painting:				
Pressure wash concrete surface	530	sf		
Pressure wash existing stairs at wet well (2) stories	1	ls		
Pressure wash concrete floors and walls in wet well	1	ls		
Sealing compound on concrete surface	1	ls		
Pressure wash and paint Soffits and Fascia boards	100	lf		
Clean and repaint metal stairwell	1	ls		
Repaint interior ceilings and CMU walls	1	ls		
Paint CMU exhaust stack	1	ls		
Subtotal:				\$6,297.50
Permit Fees:				
Permit Review	1	ls		
Subtotal:				\$608.58

Detailed Description of Work	Quantity	Unit	Unit Cost	Total
Bonding:				
Bid Bond - Included with Bid	1	ls		
Subtotal:				\$650.00
General Conditions:				
Supervision	3	wks		
Project Management	1	wks		
Project Administration	1	wks		
Jobsite Materials (Signage, Site Protection, Safety)	1	ls		
Subtotal:				\$7,725.00
Overhead, Insurance, & Fee:				
Overhead	1	ls		\$3,154.47
Insurance	1	ls		\$1,802.55
Fee	1	ls		\$2,852.54
Subtotal:				\$7,809.57

TOTAL CONSTRUCTION COST: \$97,937.30
COST PER SQUARE FOOT: \$ -

QUALIFICATIONS :

- * All work is priced to be performed during normal business hours (7:00am - 5:00pm Mon. - Fri.) U.N.O.
- * We assume that existing building systems and installations meet current codes. We do not include remedial work to existing conditions so that they will meet current codes, unless specified in this proposal.
- * We have not included abatement of any hazardous materials. We assume testing and abatement if necessary to be by others.
- * Our proposal excludes performance and payment bonds. U.N.O
- * Our proposal excludes low-voltage data/communication cabling U.N.O.
- * Our proposal excludes access control/security cabling infrastructure and/or devices U.N.O.
- * Our proposal excludes keying U.N.O.
- * Our proposal excludes base building or tenant signage U.N.O.
- * Our proposal excludes building standard window blinds U.N.O.
- * Our proposal excludes any new furniture or furniture handling. U.N.O
- * Our proposal includes only those items noted in the scope of work.
- * This proposal may become invalid if not accepted within 30 days.