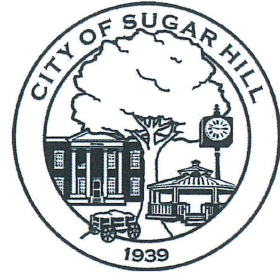


DATE: April 7, 2025 (April 10, 2025 UPDATE)
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Contract Award
IFB 25-012 PIB/Spring Hill Sidewalks



RECOMMENDED ACTION

Award of the construction contract for project 25-012 PIB Sidewalks to R&B Developer, Inc. in the amount of \$586,659 and authorize the Mayor to sign the contract.

BUDGET IMPACT

The funds for this project are available in the current year's capital improvement budget (\$750,000). No county funding has been secured. The bid amount is under budget.

DISCUSSION

This project connects the Park Ridge subdivision on Peachtree Industrial Blvd. to Spring Hill Dr. using an enhanced multi-use sidewalk and then proceeds via Spring Hill to the Greenway trail on Level Creek Rd. with a standard, five-foot wide sidewalk.

This construction scope includes but is not limited to traffic control, clearing and grading, installation of approximately 2,282 linear feet of new sidewalk, installation of GDOT guardrail, installation of a new traffic signal loop, stormwater infrastructure, and final stabilization in accordance with the Contract Documents for the City of Sugar Hill's "PEACHTREE INDUSTRIAL BLVD EAST & SPRING HILL DR SIDEWALK PROJECTS."

Staff budgeted for improvements to the sidewalk system as a part of the 2025 capital improvement budget and the city's design consultant prepared contract documents and plans in order to permit the project and secure a construction contractor to complete the work. The opportunity was advertised as an invitation to bid and properly advertised for this type of project. The results are as follows:

COMPANY	Total Base Bid	Rank
ACL Contractors	\$755,361.87	4
Backbone, LLC	\$795,082.00	5
CMC, Inc.	\$679,715.00	3
Lagniappe	\$1,289,839.52	7
Ohmshiv	\$620,735.00	2
R&B Devel, Inc.	\$586,659.00	1
Tri Scapes	\$906,272.13	6

Seven (7) responses were received during the bid opening on April 3rd with the low price being submitted by R&B Developer. The other responses were as outlined below. Staff has checked references, verified the bid package for the low bidder and is prepared to recommend award to R&B Developer, Inc.

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[illegible]

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FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Sugar Hill, Georgia (“Owner”) and
R&B Developer, INC. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Construction Drawings and Specifications.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents is generally described as follows: The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to traffic control, clearing and grading, installation of approximately 2,282 linear feet of new sidewalk, installation of GDOT guardrail, installation of a new traffic signal loop, stormwater infrastructure, and final stabilization in accordance with the Contract Documents for the City of Sugar Hill’s “**PEACHTREE INDUSTRIAL BLVD EAST & SPRING HILL DR SIDEWALK PROJECTS IFB 25-012.**”

ARTICLE 3 – ENGINEER (OWNER’S REPRESENTATIVE)

- 3.01 The Project has been designed by **Falcon Design Consultants, LLC (Engineer)**, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment Days*

- A. The Work will be substantially completed within **120** 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

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14.07 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and City recognize that time is of the essence as stated in Paragraph 4.01 above and that City will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 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 City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **\$250** for each day that expires after the time specified in Paragraph 4.02 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 City, Contractor shall pay City **\$500** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 City 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 5.01.A below:
- A. For all Work at the Unit Price Base Bid of: Five Hundred Eighty Six
THousand and Six Hundred Fifty Nine Dollars
(\$586,659.00)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of PAYMENTS*

- A. 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.

6.02 *Progress Payments; Retainage*

- A. 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 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage) for the duration of the project; and

B. Upon Substantial Completion, City shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce City 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 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 and drawings 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

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procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D 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.
- F. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- 1. This Agreement, including the IFP and Contractor's proposal in response to the IFP.
- 2. Performance Bond.
- 3. Payment Bond.
- 4. General Conditions.
- 5. Supplementary Conditions
- 6. Contractor Furnished Documents
- 7. Specifications.
- 8. Drawings
- 9. Addenda.
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Certificate of Insurance.

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11. 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 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *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.

10.03 *Successors and Assigns*

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

10.04 *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 City 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.

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10.05 *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 anything 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 City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City 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 City, 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.

10.06 *Other Provisions*

1. *Indemnification:* The CONTRACTOR shall indemnify and hold harmless the CITY and Consulting ENGINEER (also known as Falcon Design Consultants, LLC) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the CITY or the Consulting ENGINEER (Falcon Design Consultants, LLC) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or

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benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

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

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

CITY:

City of Sugar Hill, Georgia

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

5039 W Broad St NE

Sugar Hill, GA 30518

Phone: (770) 945-6716

CONTRACTOR

R&B Developer, INC.

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

Phone: _____

(Where applicable)

Agent for service of process:

GDOT Prequalification Certificate Number:
