

Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

The McGraley Company, LLC
111 Dixie Drive
Springfield, GA 31329

This Contract is made and entered into this 16 day of September, 2014, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" and, The McGraley Company, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR"

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and licensed company to provide **ROADSIDE MOWING SERVICES** as specified in **RFQ No. 14-005** and

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR as follows:

**ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT**

SECTION I-1 TERMS OF SERVICE.

The scope of services and the terms and conditions of performance shall be as specified in this document and in **RFQ No.14-005 – Roadside Mowing Services** which is hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT START DATE AND DURATION.

This contract will commence on January 1st, 2015 and terminate on December 31st, 2015.

The contract will renew for two one year terms – January 1st 2016 to December 31st 2016 and January 1st 2017 to December 31st 2017 - provided that any price increase has been mutually agreed upon by the BOARD and the CONTRACTOR. Negotiations for annual price increases shall start no later than 60 days prior to the anniversary of the effective date, and will be set forth as an amendment to this contract.

Thereafter, by mutual agreement this contract may be renewed for two (2) additional one-year periods.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.

The CONTRACTOR represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.

The COUNTY may, at any time, request changes in the Scope of Services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the CONTRACTOR'S compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated

by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.

SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.

COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless COUNTY and Engineer, and their officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of CONTRACTOR, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in Article II or by the scope and amount of insurance maintained by the CONTRACTOR.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.

A. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or

employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

SECTION I-13 INDEPENDENT CONTRACTOR.

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

SECTION I-14 NOTICES.

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to The McGraley Company, LLC, 111 Dixie Drive, Springfield, GA 31329

SECTION I-15 COMPLIANCE WITH LAWS.

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.

The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the COUNTY.

SECTION I-17 GOVERNING LAW.

This Agreement shall be governed by the laws of Georgia, with venue in Effingham County.

**ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

The COUNTY shall pay the CONTRACTOR for his services as follows:

1st MOWING CYCLE (annual)	-	\$46,458.00 COMPLETE (approx. 267 center miles)
2nd MOWING CYCLE (annual)	-	\$46,458.00 COMPLETE (approx. 267 center miles)
3rd MOWING CYCLE (annual)	-	\$46,458.00 COMPLETE (approx. 267 center miles)

Additional mowing will be charged at \$174.00 per mile but will only be performed with written approval from the Project Manager and County Administrator.

These prices shall remain in effect until December 31st 2015, without exception. Price increases will be negotiated annually and will be set forth as an amendment to this contract.

Payments shall be made on a monthly basis.

All invoices shall contain the following:

- Date services performed,
- Detailed account of services performed
- Location of services performed
- Name of employee providing said services
- Name of County employee requesting said services

No work outside the scope of work contained in the RFP will be performed without an approved change order.

All invoices will contain the name of the County employee requesting the work in addition to all of the information mentioned above.

SECTION II-2. PAYMENT OF TAXES AND FEES.

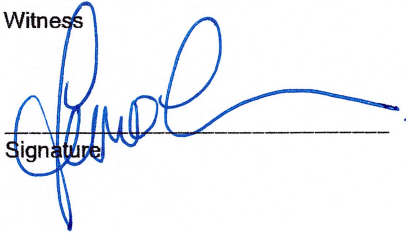
The CONTRACTOR shall pay the cost of any permit, fees, or licenses required.

SECTION 11-3. QUANTITIES GUARANTEED.

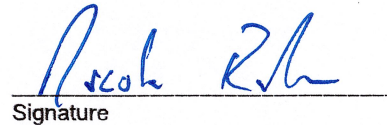
The CONTRACTOR represents, understands and agrees that this is a unit/service based contract, and contains no guarantee or promises for any set amount of materials or service hours. This is a convenience contract to guarantee unit pricing for materials or services contained herein.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

Witness

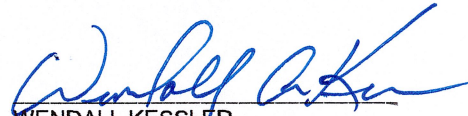

Signature

The McGraley Company, LLC


Signature

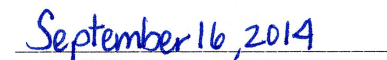

Title

EFFINGHAM COUNTY, GEORGIA


WENDALL KESSLER
CHAIRMAN
EFFINGHAM COUNTY BOARD OF
COMMISSIONERS,

CONTRACT NO. 14-005

COMMISSION APPROVAL DATE:



Amendment No. 1 to the
Contract for Roadside Mowing Services
Executed September 16th, 2014

between
Board of Commissioners of Effingham County
and
The McGraley Company, LLC

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 5th day of September, 2017 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16th, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for two (2) additional years commencing upon completion of the current term, December 31st, 2017 and ending on December 31st, 2019.
2. Fee: This Amendment allows for a 10% increase in the contracted fee. The annual fee for each of the two (2) additional years will increase to \$153,311.40 (\$51,103.80 per mowing cycle).
3. Scope: This Amendment adds an additional mowing cycle, for the fee of \$51,103.80. The annual total of mowing cycles will now be four (4). The McGraley Company will provide a full mowing schedule to the County's purchasing agent prior to work commencing.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.1 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 09/18/2017

Dated: 09/05/2017

**Amendment No. 2 to the
Contract for Roadside Mowing Services
Executed September 16th, 2014
between
Board of Commissioners of Effingham County
and
The McGraley Company, LLC**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2019 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16th, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Term:** This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, December 31st, 2019 and ending on December 31st, 2020.
2. **Fee:** This Amendment allows for an increase in the contracted fee. The annual fee for 2020 will increase to \$228,260.56 (\$57,065.14 per mowing cycle).
3. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.1 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

TRIMMING SERVICES ARE TO BE EXCLUDED FOR THE ONE YEAR PERIOD.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

By: 

Printed Name: Nicole Rahn

Title: owner

Dated: 5/26/2020

Effingham County Board of Commissioners

By: 

Printed Name: Wesley Corbitt

Title: Chairman

Dated: 11/19/2019

**Amendment No. 3 to the
Contract for Roadside Mowing Services
Executed September 16th, 2014
between
Board of Commissioners of Effingham County
and
The McGraley Company, LLC**

THIS AMENDMENT NO. 3 (the "Amendment") is entered into this 20th day of April, 2021 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16th, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for two (2) additional years commencing upon completion of the current term, December 31st, 2020 and ending on December 31st, 2022.
2. Fee: This Amendment allows for a 10% increase in the contracted fee. The annual fee will increase to \$251,086.60 (\$62,771.65 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No's. 1 and 2 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

By: Nicole Rahn

Printed Name: Nicole Rahn

Title: owner

Dated: 5/10/2021

Effingham County Board of Commissioners

By: Wesley M. Corbitt

Printed Name: Wesley Corbitt

Title: Chairman

Dated: 04/20/2021