

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and  
Griffin Contracting, Inc. (“Contractor”).

Owner and Contractor hereby 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:

Adding a new ByPass Lane and a new Turning Lane with entrance Driveway enhancements and Shoulders along Kolic HelmeY Road at the entrance to the South Effingham Elementary School (SEES) in Effingham County, Georgia, with related resurfacing of existing road pavement, with related pavement markings, signage, utility relocations, and drainage improvements, and with related traffic and safety controls.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-009 - TSPLOST INTERSECTION - KOLIC HELMEY AT SEES**

**ARTICLE 2 – OWNER’S REPRESENTATIVES**

- 2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor’s work. The RCE Project Manager for this Project shall be Mr. Rip Graham.
- 2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

**ARTICLE 3 – CONTRACT TIMES**

3.01 *Time of the Essence*

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.

- 3.02 Contractor shall engage immediately upon receipt of the Notice to Proceed (NTP), to commence the Project Work no earlier than May 26, 2022, and to complete the Project Work no later than August 3, 2022.

## ARTICLE 4 – LIQUIDATED DAMAGES

4.01 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 3.02 above, plus any extensions thereof allowed. 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 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

## ARTICLE 5 – CONTRACT PRICE

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 5.01.A, below:

BASELINE SCOPE BID					Griffin Contracting	
ITEM NO.	GDOT Ref. No.	ITEM DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	PRICE
1	150	Traffic Control	1	LS	\$38,000.00	\$38,000.00
2	151	Mobilization and Demobilization	1	LS	\$30,500.00	\$30,500.00
3	161	Control of Soil Erosion and Sedimentation	1	LS	\$11,600.00	\$11,600.00
4	210	Grading Complete (Including Shoulders and Drainage Ditches)	1	LS	\$178,900.00	\$178,900.00
5	310	8" Graded Aggregate Base (GAB) (include prime)	3,427	SY	\$38.00	\$130,226.00
6	402	Asphalt Leveling Course (85 lbs./SY)	170	TN	\$190.00	\$32,300.00
7	400	1.5" Asphalt Surface Course 125 mm Superpave	336	TN		\$0.00
8	400	2" Asphalt Surface Course 12.5 mm Superpave	800	TN	\$152.00	\$121,600.00
9	652	5" Solid Traffic Stripe- Yellow (High Build)	1,466	LF	\$0.50	\$733.00
10	652	5" Solid Traffic Stripe- White (High Build)	5,866	LF	\$0.50	\$2,933.00
11	652	5" Skip Traffic Stripe- Yellow (High Build)	1,466	GLF	\$0.50	\$733.00
12	652	Stop Bar (High Build)	5	EA	\$60.00	\$300.00
13	652	Pavement Arrows	24	EA	\$50.00	\$1,200.00

14	706	Turf Establishment	0.42	AC	\$6,000.00	\$2,520.00
15		Traffic Signage (including post)	12	EA	\$300.00	\$3,600.00
16		24" RCP	42	LF	\$100.00	\$4,200.00
17		18" RCP	268	LF	\$75.00	\$20,100.00
18		Relocation of Underground Water Line	+	LS		\$0.00
19		Relocation of Underground Storm Sewer Line	+	LS		\$0.00
20		Relocation of Underground Sanitary Sewer Line	+	LS		\$0.00
21		Coordination with Utility Companies for Utility Relocations	1	LS	\$2,600.00	\$2,600.00
22		Daily Construction Materials Testing and Quality Control	1	LS	\$17,200.00	\$17,200.00
23		Relocating Mailboxes	5	LS	\$220.00	\$1,100.00
24		30" RCP	72	LF	\$122.00	\$8,784.00
25	603	Rip Rap	1274	SF	\$12.00	\$15,288.00
26	706	Temporary Seeding	0.42	AC	\$5,000.00	\$2,100.00
27	706	Permanent Seeding	0.42	AC	\$6,000.00	\$2,520.00
28	171	Silt Fence	2,395	LF	\$5.00	\$11,975.00
29		Inlet Sediment Trap	1	EA	\$300.00	\$300.00
30		Removal of Unsuitables	50	CY	\$30.00	\$1,500.00
31		Imported Fill	50	CY	\$36.00	\$1,800.00
32		Concrete Pavement	2766	SF	\$12.00	\$33,192.00

**Baseline Scope Bid TOTAL:**

**\$677,804.00**

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

**THIS SECTION INTENTIONALLY LEFT BLANK**

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E 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 as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
  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 A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
    - a. 90 percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner 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 and less 150 percent of A/E'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.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 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 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 procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. 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.
- E. 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.
- F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
- G. 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 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK**

- A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

## **ARTICLE 10 – INDEMNIFICATION**

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or

indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

## **ARTICLE 11 – INDEPENDENT CONTRACTOR**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

## **ARTICLE 12 – CONTRACT DOCUMENTS**

### *12.01 Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (page 0, inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 1 to 2, inclusive).



6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 7 inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 38, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award (pages 1 to 1, inclusive).
  - b. Notice to Proceed (pages 1 to 1, inclusive).
  - c. Work Change Directives.
  - d. 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 be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - A Field Order;
  1. A/E's approval of a Shop Drawing or Sample; or
  2. A/E's written interpretation or clarification.

## **ARTICLE 13 – MISCELLANEOUS**

### **13.01 *Terms***

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

### **13.02 *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.

13.03 *Successors and Assigns*

- A. County 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.

13.04 *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 County 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.

13.05 *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 County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County 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 County, 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, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on May 20, 2022 (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Pruitt

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

804 S. Laurel Street  
Springfield, GA 31329

CONTRACTOR:

Griffin Contracting, INC.

By: Chris Daw

Title: Secretary

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

Attest: [Signature]

Title: VICE PRESIDENT

Address for giving notices:

122 Pipemakers Circle  
Suite 207  
Pooler, GA. 31322

MINUTES OF ACTION OF  
SHAREHOLDERS OF  
GRIFFIN CONTRACTING, INC.  
TAKEN BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF MEETING

The undersigned, being all of the Shareholders of GRIFFIN CONTRACTING, INC., a Georgia corporation, by affixing their signatures hereto, do hereby consent to and do hereby take the following actions pursuant to O.C.G.A. Section 14-2-704. All notice is hereby waived.

1. The following named persons are elected to the offices set opposite their names to serve for the next twelve (12) months, and until their successors are duly elected or they are terminated or removed or until they resign:

A.	President	-	<u>BRENT BAZEMORE</u>
B.	Vice-President	-	<u>TRUY DAVIS</u>
C.	Secretary	-	<u>CHARIS DAVIS</u>
D.	Treasurer	-	<u>BRENT BAZEMORE</u>

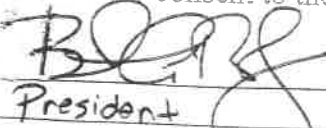
2. The business transactions of the Corporation for the preceding twelve (12) months; i.e., JANUARY through DECEMBER, and all actions of the Officers are hereby ratified and approved.

3. (Other Matters)

4. The Secretary is directed to file this Consent in the Minute Book of the Corporation.

Done this 20<sup>TH</sup> day of NOVEMBER, 2007.

We consent to the above.

 (SEAL)  
President, Shareholder  
Brent G. Bazemore

\_\_\_\_ (SEAL)  
\_\_\_\_, Shareholder

\_\_\_\_ (SEAL)  
\_\_\_\_, Shareholder

\_\_\_\_ (SEAL)  
\_\_\_\_, Shareholder

NOTICE OF AWARD

TO: GRIFFIN CONTRACTING, INC

RE: NOTICE OF AWARD – CONSTRUCTION

**ITB 22-25-009 – TSPLOST INTERSECTION, KOLIC HELMEY/SEES**

Please consider this your NOTICE OF AWARD (NOA) on the above referenced project. In accordance with the terms of the contract, the Contractor is to submit a fully executed Contract, Payment and Performance Bonds within fourteen (14) calendar days of receipt of the Notice of Award. Upon receipt of those documents, a Notice to Proceed (NTP) will be issued and work is to commence within fourteen (14) days of the executed NTP. Requests for time extensions shall be documented and made in writing as soon as possible.

NOA Dated this 18<sup>th</sup> day of May, 2022

Effingham County Board of Commissioners



Tim Callahan, County Manager

DATE OF AWARD BY BOARD OF COMMISSIONERS:

Date of Contract Award: May 17, 2022

NOTICE TO PROCEED

TO:

RE: NOTICE TO PROCEED – CONSTRUCTION

**ITB 22-25-009 - TSPLOST INTERSECTION - KOLIC HELMEY AT SEES**

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project.

Contractor shall engage immediately upon receipt of the Notice to Proceed (NTP), to commence the Project Work no earlier than May 26, 2022, and to complete the Project Work no later than August 3, 2022.

Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to **\$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 17<sup>th</sup> day of May, 2022

Effingham County Board of Commissioners

Wesley M. Corbitt  
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Griffin Contracting, Inc.

By: Chris Davis

Title: Secretary

Date of Acceptance: MAY 20, 2022