

**AGREEMENT 22-25-008-1**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and  
Ranger Construction Industries, 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:

Full Depth Reclamation with Emulsion (FDRE) of the top six (6”) inches of existing road surface and base material on approximately twenty- two (22) miles of prescribed project roads in Effingham County, Georgia, and related driving surface, signage, and drainage improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-008 - Full Depth Reclamation of Ash Roads**

**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 NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the Pre Construction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, and to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt.
- 3.03 The Work will be completed within one hundred fifty- two (152) calendar days of NTP receipt.

## 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:

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.

**Contract maximum value shall not exceed \$8,212,552.00.**

The following list of roads shall be completed in the following order until available funds are expended:

- 1) Scuffletown Road
- 2) Courthouse Road Ext. (with Alternate Bid)
- 3) Corinth Church Road
- 4) Old Dixie Highway
- 5) Mt. Pleasant Road
- 6) Old Augusta Road 1
- 7) Archer Road
- ~~8) Old August Road 2~~
- ~~9) Whitaker Road~~
- ~~10) Floyd Avenue~~
- ~~11) Clark Road~~
- ~~12) Bethany Road~~
- ~~13) Bird Road~~

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## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
<b>Archer Rd.</b>					
20	Submittals	1.000	LS	825.00	825.00
30	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
40	Traffic and Safety Control	1.000	LS	27,500.00	27,500.00
50	Mobilization and Demobilization	1.000	LS	64,000.00	64,000.00
60	18" RCP Driveway drain (LF)	16.000	LF	187.70	3,003.20
70	6" FDR Treatment Mix 1	13,222.000	SY	6.25	82,637.50
80	FDR Emulsion Mix 1 (3.4 gal/SY)	45,854.000	GAL	5.85	268,245.90
90	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,810.00	8,810.00
100	MC-70 Bituminous Primer with Sand	13,222.000	SY	1.25	16,527.50
110	Double Surface Treatment w/ #7, 89 and sand seal (	12,618.000	SY	8.45	106,622.10
120	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
130	Shoulder Clipping and Grading	1.500	AC	3,200.00	4,800.00
140	5" Solid Traffic Stripe-Yellow (High Build)	5,432.000	LF	0.70	3,802.40
150	5" Solid Traffic Stripe- White (High Build)	10,864.000	LF	0.70	7,604.80
160	5" Skip Traffic Stripe- Yellow (High Build)	5,432.000	GLF	0.80	4,345.60
170	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
180	Turf Establishment	1.500	AC	6,500.00	9,750.00
190	Temporary Grassing	1.500	AC	2,500.00	3,750.00
200	Stop Sign to include post	2.000	EA	250.00	500.00
210	Speed Limit Sign to include post	2.000	EA	250.00	500.00
220	Sanitary Facilities	1.000	LS	180.00	180.00
230	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
240	Remove and Dispose of Fly Ash Subbase	5.000	CY	210.00	1,050.00
250	Imported Structural Fill	23.000	CY	38.60	887.80
260	Flush Driveway Pipes	1.000	EA	3,200.00	3,200.00
270	Property Protection	1.000	LS	2,670.00	2,670.00
275	CONCRETE DRIVEWAY	184.000	SY	135.00	24,840.00
	<b>Archer Total</b>				<b>\$652,350.65</b>
<b>Corinth Church Rd.</b>					
1360	Submittals	1.000	LS	825.00	825.00
1370	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
1380	Traffic and Safety Control	1.000	LS	98,650.00	98,650.00

## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1390	Mobilization and Demobilization	1.000	LS	170,000.00	170,000.00
1400	24" RCP Cross Drain (LF)	528.000	LF	209.00	110,352.00
1410	18" RCP Driveway drain (LF)	656.000	LF	167.20	109,683.20
1420	6" FDR Treatment Mix 2	50,910.000	SY	6.25	318,187.50
1430	FDR Emulsion Mix 2 (3.7 gal/SY)	192,134.000	GAL	6.15	1,181,624.10
1440	Construction Material Testing (CMT) and Quality Co	1.000	LS	33,900.00	33,900.00
1450	MC-70 Bituminous Primer with Sand	50,910.000	SY	1.25	63,637.50
1455	Double Surface Treatment w/ #7, 89 and sand seal (	48,509.000	SY	8.45	409,901.05
1480	Cut New Ditch (to include hauling and removal of	47.000	CY	60.00	2,820.00
1490	Deepen Existing Ditch (to include hauling and rem	52.000	CY	60.00	3,120.00
1500	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
1510	Tree/stump Removal	3.000	EA	5,000.00	15,000.00
1520	Shoulder Clipping and Grading	5.950	AC	3,200.00	19,040.00
1530	5" Solid Traffic Stripe- Yellow (High Build)	21,609.000	LF	0.70	15,126.30
1540	5" Solid Traffic Stripe- White (High Build)	43,218.000	LF	0.70	30,252.60
1550	5" Skip Traffic Stripe- Yellow (High Build)	21,609.000	GLF	0.80	17,287.20
1560	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1570	Turf Establishment	5.950	AC	6,500.00	38,675.00
1580	Temporary Grassing	5.950	AC	2,500.00	14,875.00
1590	Stop Sign to include post	2.000	EA	250.00	500.00
1600	Speed Limit Sign to include post	4.000	EA	250.00	1,000.00
1610	Sanitary Facilities	1.000	LS	180.00	180.00
1620	Removal of Unsuitable Subgrade	93.000	CY	49.90	4,640.70
1630	Remove and Dispose of Fly Ash Subbase	20.000	CY	210.00	4,200.00
1640	Imported Structural Fill	93.000	CY	38.60	3,589.80
1650	Flush Driveway Pipes	41.000	EA	800.00	32,800.00
1660	Property Protection	1.000	LS	6,000.00	6,000.00
1665	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	<b>Corinth Church Total</b>				<b>\$2,721,136.95</b>
<b>Courthouse Rd.</b>					
1720	Submittals	1.000	LS	825.00	825.00
1730	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
1740	Traffic and Safety Control	1.000	LS	24,800.00	24,800.00

## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1750	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
1760	6" FDR Treatment Mix 1	16,402.000	SY	6.25	102,512.50
1770	FDR Emulsion Mix 1 (3.4 gal/SY)	56,884.000	GAL	5.85	332,771.40
1780	MC-70 Bituminous Primer with Sand	16,402.000	SY	1.25	20,502.50
1790	Single Surface Treatment (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1800	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	200.00	344,000.00
1810	Clear/Mow Ditches	1.000	LS	4,330.00	4,330.00
1820	Shoulder Clipping and Grading	1.890	AC	3,200.00	6,048.00
1830	5" Solid Traffic Stripe- Yellow (High Build)	6,857.000	LF	0.70	4,799.90
1840	5" Solid Traffic Stripe- White (High Build)	13,714.000	LF	0.70	9,599.80
1850	5" Skip Traffic Stripe- Yellow (High Build)	6,857.000	GLF	0.80	5,485.60
1860	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1870	Turf Establishment	1.890	AC	6,500.00	12,285.00
1880	Temporary Grassing	1.890	AC	2,500.00	4,725.00
1890	Stop Sign to include post	2.000	EA	250.00	500.00
1900	Speed Limit Sign to include post	2.000	EA	250.00	500.00
1910	Sanitary Facilities	1.000	LS	180.00	180.00
1920	Removal of Unsuitable Subgrade	29.000	CY	49.90	1,447.10
1930	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
1940	Imported Structural Fill	29.000	CY	38.60	1,119.40
1950	Property Protection	1.000	LS	2,670.00	2,670.00
1955	CONCRETE DRIVEWAY	56.000	SY	150.00	8,400.00
	<b>Courthouse Total</b>				<b>\$1,005,542.65</b>
<b>Mt. Pleasant Rd.</b>					
2350	Submittals	1.000	LS	825.00	825.00
2360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2370	Traffic and Safety Control	1.000	LS	41,900.00	41,900.00
2380	Mobilization and Demobilization	1.000	LS	75,000.00	75,000.00
2390	18" RCP Driveway drain (LF)	780.000	LF	168.00	131,040.00
2400	6" FDR Treatment Mix 1	20,921.000	SY	6.25	130,756.25
2410	FDR Emulsion Mix 1 (3.4 gal/SY)	72,555.000	GAL	5.85	424,446.75
2420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,900.00	13,900.00
2430	MC-70 Bituminous Primer with Sand	20,921.000	SY	1.25	26,151.25

## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2440	Double Surface Treatment w/ #7, 89 and sand seal (	19,941.000	SY	8.45	168,501.45
2450	Cut New Ditch (to include hauling and removal of	48.000	CY	60.00	2,880.00
2460	Deepen Existing Ditch (to include hauling and rem	17.000	CY	60.00	1,020.00
2470	Clear/Mow Ditches	1.000	LS	5,000.00	5,000.00
2480	Shoulder Clipping and Grading	2.430	AC	3,200.00	7,776.00
2490	5" Solid Traffic Stripe- Yellow (High Build)	8,827.000	LF	0.70	6,178.90
2500	5" Solid Traffic Stripe- White (High Build)	17,654.000	LF	0.70	12,357.80
2510	5" Skip Traffic Stripe- Yellow (High Build)	8,827.000	GLF	0.80	7,061.60
2520	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2530	Turf Establishment	2.430	AC	6,500.00	15,795.00
2540	Temporary Grassing	2.430	AC	2,500.00	6,075.00
2550	Stop Sign to include post	1.000	EA	250.00	250.00
2560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2570	Sanitary Facilities	1.000	LS	180.00	180.00
2580	Removal of Unsuitable Subgrade	38.000	CY	49.90	1,896.20
2590	Remove and Dispose of Fly Ash Subbase	8.000	CY	210.00	1,680.00
2600	Imported Structural Fill	38.000	CY	38.60	1,466.80
2610	Flush Driveway Pipes	48.800	EA	800.00	39,040.00
2620	Property Protection	1.000	LS	2,670.00	2,670.00
2625	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	<b>Mt. PleasantTotal</b>				<b>\$1,126,258.00</b>
<b>Old August 1</b>					
2680	Submittals	1.000	LS	825.00	825.00
2690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2700	Traffic and Safety Control	1.000	LS	18,000.00	18,000.00
2710	Mobilization and Demobilization	1.000	LS	37,000.00	37,000.00
2720	24" RCP Cross Drain (LF)	216.000	LF	217.60	47,001.60
2730	18" RCP Driveway drain (LF)	56.000	LF	182.40	10,214.40
2740	6" FDR Treatment Mix 1	9,050.000	SY	6.25	56,562.50
2750	FDR Emulsion Mix 1 (3.4 gal/SY)	31,384.000	GAL	5.85	183,596.40
2760	Construction Material Testing (CMT) and Quality Co	1.000	LS	6,030.00	6,030.00
2770	MC-70 Bituminous Primer with Sand	9,050.000	SY	1.25	11,312.50
2780	Double Surface Treatment w/ #7, 89 and sand seal (	8,624.000	SY	8.45	72,872.80

## BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
2790	Cut New Ditch (to include hauling and removal of	43.000	CY	60.00	2,580.00
2800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
2810	Shoulder Clipping and Grading	1.060	AC	3,200.00	3,392.00
2820	5" Solid Traffic Stripe- Yellow (High Build)	3,832.000	LF	0.70	2,682.40
2830	5" Solid Traffic Stripe- White (High Build)	7,664.000	LF	0.70	5,364.80
2840	5" Skip Traffic Stripe- Yellow (High Build)	3,832.000	GLF	0.80	3,065.60
2850	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2860	Turf Establishment	1.060	AC	6,500.00	6,890.00
2870	Temporary Grassing	1.060	AC	2,500.00	2,650.00
2880	Stop Sign to include post	1.000	EA	250.00	250.00
2890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2900	Sanitary Facilities	1.000	LS	180.00	180.00
2910	Removal of Unsuitable Subgrade	16.000	CY	49.90	798.40
2920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
2930	Imported Structural Fill	16.000	CY	38.70	619.20
2940	Flush Driveway Pipes	3.500	EA	914.50	3,200.75
2950	Property Protection	1.000	LS	2,670.00	2,670.00
	<b>Old August 1 Total</b>				<b>\$484,188.35</b>
<b>Old Dixie Rd.</b>					
3350	Submittals	1.000	LS	825.00	825.00
3360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3370	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3380	Mobilization and Demobilization	1.000	LS	38,000.00	38,000.00
3390	24" RCP Cross Drain (LF)	288.000	LF	210.90	60,739.20
3400	18" RCP Driveway drain (LF)	168.000	LF	182.50	30,660.00
3410	6" FDR Treatment Mix 1	17,022.000	SY	6.25	106,387.50
3420	FDR Emulsion Mix 1 (3.4 gal/SY)	59,033.000	GAL	5.85	345,343.05
3430	Construction Material Testing (CMT) and Quality Co	1.000	LS	11,300.00	11,300.00
3440	MC-70 Bituminous Primer with Sand	17,022.000	SY	1.25	21,277.50
3450	Double Surface Treatment w/ #7, 89 and sand seal (	16,350.000	SY	8.45	138,157.50
3460	Cut New Ditch (to include hauling and removal of	83.000	CY	60.00	4,980.00
3470	Deepen Existing Ditch (to include hauling and rem	33.000	CY	60.00	1,980.00
3480	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00

## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3490	Tree/stump Removal	25.000	EA	5,000.00	125,000.00
3500	Shoulder Clipping and Grading	1.670	AC	3,200.00	5,344.00
3510	5" Solid Traffic Stripe- Yellow (High Build)	6,046.000	LF	0.70	4,232.20
3520	5" Solid Traffic Stripe- White (High Build)	12,092.000	LF	0.70	8,464.40
3530	5" Skip Traffic Stripe- Yellow (High Build)	6,046.000	GLF	0.80	4,836.80
3540	Turf Establishment	1.670	AC	6,500.00	10,855.00
3550	Temporary Grassing	1.670	AC	2,500.00	4,175.00
3560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3570	Sanitary Facilities	1.000	LS	180.00	180.00
3580	Removal of Unsuitable Subgrade	26.000	CY	49.90	1,297.40
3590	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
3600	Imported Structural Fill	26.000	CY	38.60	1,003.60
3610	Flush Driveway Pipes	10.500	EA	929.50	9,759.75
3620	Property Protection	1.000	LS	2,670.00	2,670.00
3625	CONCRETE DRIVEWAY	16.000	SY	150.00	2,400.00
	<b>Old Dixie Base Total</b>				<b>\$972,077.90</b>
<b>Scuffletown Rd.</b>					
3680	Submittals	1.000	LS	825.00	825.00
3690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3700	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3710	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
3720	18" RCP Driveway drain (LF)	688.000	LF	171.60	118,060.80
3730	6" FDR Treatment Mix 1	11,478.000	SY	6.25	71,737.50
3740	FDR Emulsion Mix 1 (3.4 gal/SY)	39,805.000	GAL	5.85	232,859.25
3750	Construction Material Testing (CMT) and Quality Co	1.000	LS	7,650.00	7,650.00
3760	MC-70 Bituminous Primer with Sand	11,478.000	SY	1.25	14,347.50
3770	Double Surface Treatment w/ #7, 89 and sand seal (	10,950.000	SY	8.45	92,527.50
3780	Cut New Ditch (to include hauling and removal of	244.000	CY	60.00	14,640.00
3790	Deepen Existing Ditch (to include hauling and rem	13.000	CY	60.00	780.00
3800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
3810	Shoulder Clipping and Grading	1.310	AC	3,200.00	4,192.00
3820	5" Solid Traffic Stripe-Yellow (High Build)	4,750.000	LF	0.70	3,325.00
3830	5" Solid Traffic Stripe- White (High Build)	9,500.000	LF	0.70	6,650.00



**BID PROPOSAL**

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
3840	5" Skip Traffic Stripe- Yellow (High Build)	4,750.000	GLF	0.80	3,800.00
3850	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
3860	Turf Establishment	1.310	AC	18,650.00	24,431.50
3870	Temporary Grassing	1.310	AC	2,500.00	3,275.00
3880	Stop Sign to include post	2.000	EA	250.00	500.00
3890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3900	Sanitary Facilities	1.000	LS	180.00	180.00
3910	Removal of Unsuitable Subgrade	20.000	CY	49.90	998.00
3920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
3930	Imported Structural Fill	20.000	CY	38.60	772.00
3940	Flush Driveway Pipes	43.000	EA	930.00	39,990.00
3950	Property Protection	1.000	LS	2,670.00	2,670.00
3955	CONCRETE DRIVEWAY	259.000	SY	135.00	34,965.00
	<b>Scuffletown Total</b>				<b>\$771,416.05</b>
	<b>Bid Total</b>				<b>\$7,732,970.55</b>

## 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 18, inclusive).
  2. General Conditions (pages 1 to 7, inclusive).
  3. Supplemental Conditions (pages 1 to 2 inclusive).
  4. Specifications as listed in the table of contents of the Project Manual.
  5. Addenda (numbers 1 to 1, 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 \_\_\_\_\_ to \_\_\_\_\_, 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 to Proceed (pages 1 to 1, inclusive).
    - 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 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 June 21, 2022 (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Cabott

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

804 S. Laurel Street  
Springfield, GA 31329

CONTRACTOR:

Ranger Construction Ind., Inc.

By: [Signature]

Title: Vice President

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

Attest: [Signature]

Title: Assistant Secretary

Address for giving notices:

1200 Elboc Way  
Winter Garden, FL 34787



NOTICE TO PROCEED

TO: RANGER CONSTRUCTION  
RE: NOTICE TO PROCEED – CONSTRUCTION

**ITB 22-25-008 - Full Depth Reclamation of Ash Roads**

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project. In accordance with the terms of the contract, Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the PreConstruction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt, and to complete the work within one hundred fifty- two (152) calendar days of NTP receipt. 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 21<sup>st</sup> day of June, 2022

Effingham County Board of Commissioners

Wesley M. Corbltt  
Wesley Corbltt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: Ranger Construction Ind., Inc.

By: [Signature]

Title: Vice President

Date of Acceptance: 06/29/2022

