

## **GRADY COUNTY BOARD OF COMMISSIONERS**

### **MEETING MINUTES**

October 4, 2022, Meeting

The Grady County Board of Commissioners met on October 4, 2022, at 9:00 am for a regular meeting. Commissioners LaFaye Copeland, Ray Prince, Keith Moye, June Knight, Phillip Drew, County Clerk John White, County Finance Director Holly Murkerson, County Attorney Gabe Ridley Road Superintendent Stanley Elkins, and Chief Richard Phillips were present. County Administrator Johnson participated by telephone.

Mr. Drew opened the meeting with the invocation and pledge to the flag.

Motion by Mr. Prince, second by Mrs. Knight to approve the agenda as presented. The motion was approved.

#### **PUBLIC COMMENTS**

None

#### **PRESENTATIONS**

Work Based Learning – Whitney Brannen – Cairo High School

Mrs. Brannen presented an overview of Work Based Learning to the Board of Commissioners. Mrs. Brannen asked the Commissioners to consider partnering with the High School and provide job training opportunities to the students. The Board asked several questions about the program and Mrs. Brannen answered their questions.

#### **CORRESPONDENCE**

The Calendar of Events was reviewed.

Regular Board Meeting, Tuesday, October 18, 2022, at 6:00 pm.

#### **CONSENT ITEMS**

Motion by Mr. Moye, second by Mrs. Copeland to approve

C034-22 Called Meeting Minutes, Regular Meeting Minutes, and Executive Session Meeting minutes from 09/20/22. The motion was approved.

#### **FORMAL ACTIONS**

FA084-22 Motion by Mrs. Knight, second by Mr. Prince to approve the awarding of the bid to The Scruggs Company for the Mizpah Road Full Depth Reclamation at a cost of \$1,836,022.91. The other bid provided was from Reams and Son for \$2,057,250.95. The motion was approved.

FA085-22 Motion by Mrs. Knight, second by Mrs. Copeland to approve South Georgia Forest Management as the county's Forestry Consultant. The motion was approved.

FA086-22 Motion by Mrs. Copeland, second by Mr. Prince to approve appointing Commissioner Keith Moye to the Southwest Georgia Regional Commission for the remainder of 2022 and 2023. The motion was approved.

FA087-22 Motion by Mr. Moye, second by Mrs. Knight to purchase a new ambulance at a price of \$252,139.00. This action is due to the other one the commissioners approved being sold prior to action by the board. The motion was approved.

#### **NEW/UNFINISHED BUSINESS**

Old Thomasville Road – Stanley Elkins, Road Superintendent

Mr. Elkins presented information on resurfacing Old Thomasville Road. Mr. Elkins presented numbers from Watkins and Associates which shows the road (5.3) miles could be resurfaced (including widening) for around \$2,088,484.00. If the board waits to resurface the road, it could result in a full depth reclamation which would add to the cost. If the road is not widened, it could possibly save around \$1,000,000.00 of the cost. The board will direct Watkins and Associates to move forward on Old Thomasville Road.

Chief Richard Phillips presented the new fire truck to the board. Chief Phillips stated they are very proud of the truck. He stated it is the first brand new pumper ever purchased in Grady County.

**EXECUTIVE SESSION:**

None

**REPORTS**

- A. Attorney's Report – None
- B. Grand Jury Report September Term, 2022
- C.

**RESOLUTIONS, PROCLAMATIONS, AND AGREEMENTS**

NOTICE OF AWARD

SECTION 005 10

- Owner's Contract No.:

Grady County Board of Engineer's Project No.:

Commissioners

Watkins & Associates, LLC

Mizpah Road Full Depth Reclamation The Scruggs Company

P.O. Box 2065, Valdosta, GA 31604

1 of 1

W0744-040-01

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 27, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Mizpah Road Full Depth Reclamation

[Project}

The Contract Price of the awarded Contract is: \$1,836,022.91, subject to unit prices.

Four (4) unexecuted counterparts of the Agreement and four (4) copies of the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) four (4) copies of the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By: Title:

Copy:

Grady County Commissioners

Authorized Signature Philli,2 Drew Chairman

Engineer

END OF SECTION

Grady County, Georgia

Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01

00510-1

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## SECTION □□52□

THIS AGREEMENT is by and between The Grady County Board of Commissioners ("Owner") and The Scruggs Company ("Contractor"). Owner and Contractor hereby agree as follow:

### ARTICLE I - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

### ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work to be done shall consist of furnishing all labor, materials and equipment necessary to construct the proposed Mizpah Road Full Depth Reclamation as shown on the construction drawings. In general, construction consists of +/- 3.81 miles of full depth reclamation to include blending of existing asphalt surface with top six inches of base, addition of Portland cement, new asphalt driving surface, striping and erosion control and all associated measures for the complete project. This work will be awarded in one (1) contract with a 180 consecutive calendar day construction schedule.

### ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Watkins & Associates, LLC.

3.02 The Owner has retained Watkins & Associates, LLC ("Engineer") 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 Contract Times: Days

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 194 days after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):

Grady County, Georgia

Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01

00520-1

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1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

One Million, Eight Hundred Thirty Six Thousand, Twenty Two Dollars and Ninety One

Cents (\$1,836,022.91)

#### ARTICLE 6-PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 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 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

I. 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95% percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate

Grady County, Georgia

Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01

00520-2

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## SECTION 00S20

of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 - INTEREST

### 7.01 [Not Used]

## ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to

Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; 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; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given 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.

Grady County, Georgia

Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01

00520-3

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I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications as listed in the table of contents of the Project Manual.

7. Appendix Items bearing the following general title: Mizpah Road Full Depth Reclamation, listed as follows:

Appendix Item No.	Appendix Title
A	Location Map: Mizpah Road
B	Typical Section: Mizpah Road
C	Typical Shoulder Filling
D	Oak Hill Road Intersection

8. Addenda (numbers 1 to 6, inclusive).

9. Clarification (none).

10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid.

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Pre Construction Meeting Agenda and Minutes.

b. Notice to Proceed.

c. Work Change Directives.

d. Change Orders.

e. Field 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.

Grady County, Georgia

Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01

00520-4

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SECTION 00520

D. The Contract Documents may only be amended, modified, or supplemented as provided in 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. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives 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 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 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 any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

Grady County, Georgia

Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01

00520-5

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SECTION □□52□

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Grady County, Georgia  
Mizpah Road Full Depth Reclamation

W&A Project No.: W0744-040-01  
00520-6

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SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

Grady County Board of Commissioners

/

CONTRACTOR:

The Scruggs Company

By: Phillip Drew      By: George R. Akins

Title: Chairman      Title: President

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

Attest: Title:

Attest:

c6VI'1½ c1r,1c Title:

I

Address for giving notices:

Grady County Board of Commissioners

Address for giving notices:

The Scruggs Company

33 17th Avenue, NW      4679 Old US 41 North

Cairo1 GA 39827      Hahira, GA 31632

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

**ADJOURNMENT**

Motion to adjourn was made by Mrs. Knight and second by Mr. Prince. The motion was approved.

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PHILLIP DREW, CHAIR

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June Knight, VICE-CHAIR

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RAY PRINCE, COMMISSIONER

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Keith Moyer, COMMISSIONER

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LAFAYE COPELAND, COMMISSIONER

ATTEST:

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JOHN WHITE, COUNTY CLERK