

# Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator Date: February 15, 2019

Subject: East Coast Asphalt, LLC Contract Item Number: VIII-E

From July 2, 2018 Meeting Minutes:

AIRPORT EXTENSION BIDS – EAST COAST ASPHALT, LLC. – Commissioner Rowe made the motion to accept the bid from East Coast Asphalt, LLC, \$1,839,593.78 for the following airport extension project, second Commissioner Lane. Motion carried, 5 yes votes.

GDOT Project Number AP018-90xx-23 (075)  
Schedule I: 500 Foot Runway 5 Extension  
Schedule II: 500 Foot Parallel Taxiway A Extension  
Schedule III: Runway 23 Extended Safety Area Grading

Project will be funded with SPLOST and Federal Aviation Grant.

Attached is the contract from East Coast Asphalt, LLC for the Runway and Taxiway Extension from the bid that was accepted on July 2, 2018. GDOT has approved the contract.

Chairman will need a motion to approve the contract from East Coast Asphalt, LLC and authorize his endorsement on the same.

Motion made by \_\_\_\_\_

Second made by \_\_\_\_\_

Any discussion: \_\_\_\_\_  
\_\_\_\_\_

Votes \_\_\_\_\_ yes \_\_\_\_\_ no

Motion carried/ failed

## CONTRACT AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between Cook County, Georgia hereinafter called the **Owner** and East Coast Asphalt, LLC, hereinafter called the **Contractor**.

**WITNESSETH.** For the construction of work to be performed and for the consideration hereinafter fully described, the Contractor and the Owner agree as follows:

1. **Scope of Work.** The Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided in the attached Contract Proposal and supporting documents, which are hereby incorporated into and made a part of this agreement. Said Contract Proposal refers to the construction of a 500' runway extension at the Cook County Airport in compliance with all specifications listed in Cook County Airport Project No. AP018-90xx-23(075).

### SPECIFICATIONS AND CONTRACT DOCUMENTS

A.) See the Attached Contract Proposal and supporting documents

2. **Time of Completion.** The Contractor shall commence work within 10 calendar days from the date the Owner issues a "Notice to Proceed." All services to be rendered by the Contractor, as specified in these Contract Documents, shall be completed within 210 calendar days after issuance of the Notice to Proceed. No work may be done when the temperature is below 40 degrees Fahrenheit, except , at the discretion of the Engineer.
3. **Fee for Service.** In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds, as compensation for his service, fees based on the actual work performed per the unit price schedule as stated in the Contract Proposal, and per these Contract Documents. Fees shall be paid monthly on the basis of work completed, less ten (10) percent of the total price thereof, to be held as retainage until all work has been completed in a satisfactory manner

and a final payment has been authorized by the Owner. Any variation from the amount quoted in either labor, materials, or otherwise, at any point, must be approved in writing by the Owner prior to any such work being performed, or Owner will not compensate for any such fee above the amount quoted.

4. **Applications for Payment.** The Contractor shall apply for payment under this Contract in accordance with the GDOT Standard Specifications.
5. **Certificates of Payment.** The Engineer shall check the Contractor's statement of monies due under this Contract, and shall promptly compute and issue certificates to the Owner for all such as he approves, which certificates shall be payable on issuance.
6. **Lien Waivers.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts supplied include all of the labor and materials for which a lien could be filed.

The Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

7. **Acceptance and Final Payment.** Upon submission by the Contractor of evidence satisfactory to the Owner that the requirements stated in Paragraph 6. above have been satisfied, and all work covered by this Contract, as may have been amended, has been accepted by the Owner, final payment, including all monies held as retainage shall be made within thirty (30) days after receipt of a final invoice from the Contractor.
8. **Liquidated Damages.** Time is of the essence in the completion of this project and there will be, on the part of the Owner, substantial monetary damage in the event that the Contractor should fail to complete the work within the time fixed for completion in the Contract, or within the time to which

such completion may have been extended. The amount listed below is substituted for the schedule of Liquidated Damages outlined in Section 108.08 of the GDOT's Standard Specifications for Construction of Transportation Systems, and is hereby made a part of these Contract Documents.

Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** will be deducted and retained out of the monies which may become due the Contractor for every day that the time of work exceeds **210 calendar days**, less those days below minimum allowed working temperatures. In addition, up to \$2,160.00 may be added for the construction manager, plus up to \$1,740 per day for each additional resident engineer, plus any incurred expenses (per diem, lodging, etc.). Due to inclement weather conditions both parties agree to communicate and work accordingly to find a commencement date suitable to sustained working conditions. The Notice to Proceed shall be issued according to appropriate weather conditions, as ultimately determined at the discretion of the Engineer.

9. **Responsibility of Contractor.** The Contractor shall be held responsible for any failure to adhere to and comply with all local ordinances and laws controlling in any way the actions of those engaged upon the work, or affecting any materials, transportation or disposition of same, and the Contractor agrees to assume all liability for and to indemnify the Owner against any losses, costs, damages and liabilities that may arise by reason of any liens, claims, or demands for either materials purchased or for work performed by laborers, mechanics and others and from any damages, claims, costs, actions, or causes of action and judgment that may arise from personal injuries or property damages sustained by mechanics, laborers or any person or persons by reason of accidents or otherwise, occurring through the neglect of carelessness of the Contractor, his agents, employees or workmen and any subcontractor and from damages to the public, injury of any person, corporation, etc., including any cost of defense sustained in depositing materials provided that the Contractor shall be notified of the bringing of suits in such cases and be permitted to defend same by his own counsel. The Contractor and his Surety and Sureties shall save harmless the Owner from all liabilities, claims, judgments, costs and expenses which may in any manner arise against the Owner in consequence of the granting of this Contract, or which in any way may result from the carelessness or neglect of the Contractor, his agents, servants, or employees, and any sub-contractor. The Contractor is responsible for notifying the FAA of the closure of the airport for construction (FAA form 7460-2) prior to start of work.

10. **Performance and Payment Bonds.** The Contractor has entered into and herewith tenders and presents bonds of even date in the sum of **5% of the submitted bid of \$1,839,593.78**, including a Performance Bond guaranteeing the faithful performance of the contract, and a Payment Bond guaranteeing the payment of all persons supplying labor or furnishing materials for the project, both in a form satisfactory to the Owner. Each bond shall be equal to or greater than the Total Contract Price. Said Bonds are attached and made a part hereto of this Contract Agreement.
11. **Performance and Payment Bond Surety:** It is further mutually agreed between the Contractor and Owner that, if at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for his faithful performance, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory; or if for any reason such Bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional Bond or Bonds in such form and amount, and with such Surety or Sureties that shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under the Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
12. **Guarantee.** It is understood that the Contractor guarantees all material and workmanship for a period of one (1) year dating from the date of final acceptance of the Contract.
13. **Insurance Public Liability.**
  - 13-1 The contractor shall take out and maintain during the life of this contract, such Public Liability (Bodily Injury and Property Damage) insurance as shall protect himself any subcontractor performing work covered under this contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damage, which may arise from operation under this contract, whether such operations be by him or by any subcontractor, or by anyone directly or indirectly employed by either of

them. The contractor's insurance shall likewise protect the owner and save him harmless for acts of the contractor. All policies shall list the Owner as an additional insured.

(a) Workers' Compensation:

- |     |                    |           |
|-----|--------------------|-----------|
| (1) | State              | Statutory |
| (2) | Applicable Federal | Statutory |

(b) Contractor's General Liability:

- |     |  |                |
|-----|--|----------------|
| (1) | General Aggregate                            | \$2,000,000.00 |
| (2) | Each Occurrence                              | \$1,000,000.00 |
| (3) | Products and completed operations, aggregate | \$1,000,000.00 |
| (4) | Personal and Advertising injury              | \$1,000,000.00 |
| (5) | Excess or Umbrella Liability:                |                |
|     | General Aggregate                            | \$4,000,000.00 |
|     | Each Occurrence                              | \$2,000,000.00 |

(Note) Property damage liability insurance will provide explosion, collapse, and underground coverage where applicable

(c) Automobile Liability:

- |     |                       |                |
|-----|-----------------------|----------------|
| (1) | Bodily Injury         |                |
|     | Each Person           | \$1,000,000.00 |
|     | Each Accident         | \$2,000,000.00 |
| (2) | Property Damage       |                |
|     | Each Accident         | \$1,000,000.00 |
| (3) | Combined Single Limit | \$2,000,000.00 |

(c) Contractual Liability:

(1) Bodily Injury	
Each Person	\$1,000,000.00
Each Accident	\$2,000,000.00
(2) Property Damage	
Each Accident	\$1,000,000.00
(3) Annual Aggregate	\$2,000,000.00

13-2 Owner's Protective Liability: Not required for this project.

13-3 The contractor agrees that he is performing services under this agreement as an independent contractor and not as an employee of the Owner. Therefore, neither the contractor, his agents, employees, the sub-contractors, nor their employees shall be entitled any Owner benefits, including, but not limited to, Workmen's Compensation coverage.

13-4 In addition to the required insurance as specified above, the contractor agrees to indemnify the Owner against any and all claims, losses, causes of actions, settlements and expenses, including legal expenses and costs incurred at trial and appellate levels, arising from any acts or omissions by the contractor, his agents, employers, subcontractors or their employees in an amount of \$1,000,000 for bodily injury and \$500,000 for property damage.

**14. Venue and Jurisdiction.** All actions arising out of, or in any way connected with this agreement, shall be litigated and decided in the Superior Court of Cook County, and Contractor hereby submits itself to the jurisdiction and venue of that court and waives any right to insist upon venue or jurisdiction elsewhere or raise any such defenses in any such action.

**15. Entire Agreement.** This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three (3) counterparts, each of which shall be deemed an original contract. This Agreement will be effective on \_\_\_\_\_, 2019.

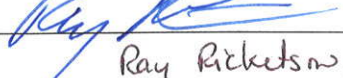
**OWNER:**

**CONTRACTOR:**

COOK COUNTY, GEORGIA

EAST COAST ASPHALT, LLC

BY: \_\_\_\_\_  
CHAIRMAN

BY:  \_\_\_\_\_  
Ray Ricketson, Owner

\_\_\_\_\_  
Attest

[CORPORATE SEAL]

**SEALED**  
[CORPORATE SEAL]

Address for giving notices:

**Cook County, Georgia:**

Ms. Faye Hughes  
Cook County  
1200 S. Hutchinson Avenue  
Adel, GA 30339

Address for giving notices:

**Contractor:**

East Coast Asphalt, LLC  
Attn: Mr. Ray Ricketson  
822 RC Dr.  
Douglas, GA 31535