

# Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator Date: July 31, 2019

Subject: Contract- CDBG Chaserville Item Number: VIII-F

Attached please a copy of the contract for the 2017 CDBG Project. The Scruggs Company was the successful bid at \$531,837.83; work is to be completed in 180 days. The Scruggs Company has presented all required insurance information as well as payment and performance bonds. Daniel Connell has signed off on the Attorney Opinion.

Chairman will need a motion to accept the contract with The Scruggs Company for the 2017 CDBG-Chaserville Project in the amount of \$ 531,873.83.

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

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

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

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

Motion carried/ failed

# PROJECT MANUAL for Chaserville Road Improvements

CDBG Grant # 17p-y-037-1-5991

April 4, 2019

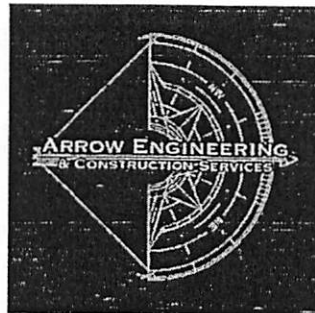
Contract Administrator:

Cook County Board of Commissioners  
1200 South Hutchinson Avenue  
Adel, GA 31620  
(229) 896-2266

Project Engineer:

Arrow Engineering and Construction Services, LLC  
2944 Dasher Johnson Rd.  
Valdosta, GA 31606  
(229) 474-4060

Arrow Project # 17007



**ARROW ENGINEERING**  
& CONSTRUCTION SERVICES

## CONTRACT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Cook County, Georgia** (Party of the First Part, hereinafter called the Owner) and **The Scruggs Company** (Party of the Second Part, hereinafter called the Contractor) for the construction of **Chaserville Road Improvements Project** in Cook County, Georgia (hereinafter called the Project).

**WITNESSETH:** That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned in this Bid and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in good, firm, substantial and workmanlike manner the work specified, in strict conformity with the drawings, specifications, and any Cook County Standard Specifications for Construction, hereinafter set forth, which drawings and the specifications, together with the foregoing Bid made by the Contractor are hereby incorporated into and made a part of this agreement. The work covered by this agreement includes all work shown on plans and specifications, to-wit:

**THE CONTRACTOR** shall commence the work with adequate force and equipment on a date to be specified in a written order of the County and shall complete the work to the satisfaction of the Owner within **180** consecutive calendar days from and including said date.

In the event the contractor fails to complete the work within **180** consecutive calendar days after the Notice to Proceed, liquidated damages shall be paid to the Owner at the rate of **\$ 200.00** per day, plus any expense incurred by the Owner for engineering, legal, and inspection services associated with such delays until substantial completion is achieved.

**THE OWNER** shall pay and the Contractor shall receive the prices stipulated in the Bid as full compensation for everything furnished and done by the Contractor under this contract, the full sum of **(\$531,837.83), Five Hundred Thirty-One Thousand, Eight Hundred Thirty Seven & 83/100 dollars** based on the quantities shown in the Bid, which sum shall be paid monthly in percentage of work completed but, before issuance of certificate of payments, if the Contractor shall not have submitted evidence satisfactory to the Owner and owner's agents that all payrolls, material, bills, and other indebtedness connected with the work have been paid, the Owner may withhold in addition to a retained percentage of 10%, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such claims.

It is further mutually agreed between the parties hereto that if, at any time after the execution of the agreement and the surety bonds hereto attached for its faithful performance, the First Party shall deem the Surety or Sureties upon such bonds to be unsatisfactory, the Second Party shall, at its expense, within five (5) days after the receipt of notice from the First Party, so to do, furnish an additional bond or bonds in such form and amount, and with such Surety or Sureties as shall be satisfactory to the First Party. In such event no further payment to the Second Party shall be deemed to be due under this agreement until such new or additional securities for the faithful performance of the work shall be furnished in manner and form satisfactory to the First Party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in quadruplicate, this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTESTED:

\_\_\_\_\_  
BY \_\_\_\_\_  
(Owner)  
Cook County, Georgia

ATTESTED:

*[Signature]*  
BY *[Signature]*  
(Contractor)



## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That we The Scruggs Company  
4679 Old Hwy 41 N, Hahira, GA 31632  
as Principal, and Western Surety Company and Liberty Mutual Insurance Company, as  
Surety, are held and firmly bound unto Cook County, in the full sum of  
Five Hundred Thirty-One Thousand, Eight Hundred Thirty-Seven & 83/100 Dollars (\$531,837.83),  
for the use and protection of said Cook County and all subcontractors and all persons supplying  
labor, materials, machinery and equipment for the performance of the work provided for in the  
contract hereinafter referred to, for the payment of which well and truly to be made we find  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

**WHEREAS**, the above bound Principal has entered into a contract with Cook County, dated  
the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**NOW, THEREFORE**, the conditions of this obligation are such that if the above bound  
Principal shall promptly pay all subcontractors and all other persons supplying labor, materials,  
machinery and equipment furnished for the performance of the work provided for by said contract  
and such alterations or additions as may be made therein or in the plans and specifications, then this  
bond to be void; otherwise of full force and effect.

And the Surety to this Bond, for value received, agrees that no change, extensions of time,  
alterations or additions to the terms of the contract or to the work to be performed thereunder or the  
specifications accompanying the same shall in any wise affect its obligation on this bond, and it does  
hereby waive notice of any such change, extension of time, alterations or additions to the terms of  
the contract or the work to the plans and specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of  
Section 23-1705, et. sep. of the Code of Georgia, as amended by the Act approved February 27,  
1956, and is intended to be and shall be construed to be a bond in compliance with the requirements  
thereof.

**IN WITNESS WHEREOF**, the principal and the Surety have caused these presents to be  
duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTESTED:

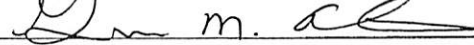
  
\_\_\_\_\_

ATTESTED:

  
\_\_\_\_\_

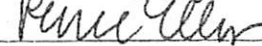
The Scruggs Company

Contractor

BY   
GEORGE M. AKINS C.O.O

Western Surety Company and Liberty Mutual Insurance Company

Surety

BY   
Renee Ellis, Attorney in Fact