

Change Order No. 1Date of Issuance: May 26, 2015Effective Date: May 26, 2015

Project:	Owner: City of Griffin	Owner's Contract No.:
Contract: Meriwether Street Paving and Drainage Improvements	Date of Contract: May 26, 2015	
Contractor: McCoy Grading, Inc.	Engineer's Project No.: 14130.00	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Reduction in quantities to meet project budget.

Attachments (list documents supporting change):

Exhibit 1A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 482,336.91[Increase] [Decrease] from previously approved
Change Orders No. N/A to No. N/A:\$ N/A

Contract Price prior to this Change Order:

\$ 482,336.91

Decrease of this Change Order:

\$ -49,187.54

Contract Price incorporating this Change

\$ 433,149.37**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

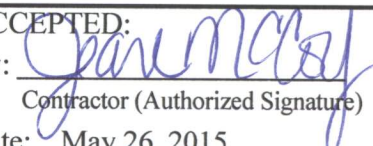
RECOMMENDED:

By: _____
Engineer (Authorized Signature)Date: May 26, 2015

ACCEPTED:

By: _____
Owner (Authorized Signature)Date: May 26, 2015

ACCEPTED:

By: 
Contractor (Authorized Signature)Date: May 26, 2015

CITY OF GRIFFIN
MERIWETHER STREET PAVING
AND DRAINAGE IMPROVEMENTS
EXHIBIT 1A

CHANGE ORDER #1					
INITIAL CONTRACT AMOUNT					
DEDUCT: CONCRETE DRIVEWAY APRON DEMOLITION COMPLETE INCLUDING OFF SITE DISPOSAL	EA	-3	\$313.61		\$482,336.91
DEDUCT: 18" CLASS III RCP STORM PIPE	LF	-34	\$47.24		-\$940.83
DEDUCT: 24" HDPE STORM PIPE	LF	-271	\$53.87		-\$1,606.16
DEDUCT: 18" HDPE STORM PIPE	LF	-46	\$47.39		-\$14,598.77
DEDUCT: SINGLE WING CATCH BASIN COMPLETE (UP TO 6 V.F. IN DEPTH) - G.D.O.T. 1033F	EA	-3	\$1,030.56		-\$2,179.94
DEDUCT: 4' DIAMETER JUNCTION BOX WITH TOP TO ACCEPT GRATE INLET (APPROX. 6 VF) - STRUCTURES A-12 & A13	EA	-2	\$1,204.25		-\$3,091.68
DEDUCT: NEENAH R-1761 WITH R-2112 GRATE OR APPROVED EQUAL	EA	-1	\$761.80		-\$2,408.50
DEDUCT: 4" THICK CONCRETE SIDEWALK	SF	-1,360	\$5.57		-\$761.80
DEDUCT: CONCRETE DRIVE APRON REPAIR COMPLETE (APPROX. 6' x 13')	EA	-2	\$586.23		-\$7,575.20
DEDUCT: 5' WIDE CONCRETE SIDEWALK (4" THICK)	SF	-2,780	\$5.57		-\$1,172.46
ADD: 24" CURB AND GUTTER	LS	30	\$21.08		-\$15,484.60
DEDUCTION SUBTOTAL =					\$632.40
CHANGE ORDER #1					-\$49,187.54
CONTRACT AMOUNT =					\$433,149.37

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CITY OF GRIFFIN (“Owner”) and
MCCOY GRADING, INC. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

approximately .055 miles of 2” milling and 2” asphalt paving of City streets, replacement/upgrade of approximately 884 linear feet of 18” to 48” storm piping, storm inlet replacement/modifications, and approximately 1,300 linear feet of new curbing.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

MERIWETHER STREET PAVING AND DRAINAGE IMPROVEMENTS CITY OF GRIFFIN

- 2.02 The Project has been designed by Paragon Consulting Group, Inc. (Engineer), which is 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 3 – CONTRACT TIMES

- 3.01 *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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 75 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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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 \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 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:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

SUM OF ALL UNIT PRICES AS STATED IN CONTRACTOR'S BID:

<u>Four hundred eighty-two thousand three hundred thirty-six dollars & 91/100</u>	<u>\$482,336.91</u>
(words & figures)	

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03B of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 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. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.
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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. Ninety percent (90%) of Work completed (with the balance being retainage). If the Work has been fifty percent (50%) 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; and
- b. Ninety percent (90%) 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 in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer'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 attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest equal to the Current Market Rate for ninety (90) day certificates of deposit at Wells Fargo Bank of Griffin, Georgia as of the effective date of this Agreement.

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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. 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.
- F. Based on the information and observations referred to in Paragraph 8.01.E 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.
- 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.
- I. 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 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages AG-1 to AG-8, inclusive).
2. Contractor's Bid (pages BF-1 to BF-6, inclusive and Exhibit A).
3. City of Griffin Company Registration Forms pages COG Company Registration Forms-1 to COG Company Registration Forms-5).
4. City of Griffin Tax Compliance Form Tax Compliance -1.
5. Performance bond (pages Exhibit C-1 to Exhibit C-3, inclusive).
6. Payment bond (pages Exhibit B-1 to Exhibit B-3, inclusive).
7. General Conditions (pages 1 to 66, inclusive).
8. Supplementary Conditions (pages 1 to 8, inclusive).
9. Specifications as listed in the table of contents of the Project Manual.

Drawings consisting of 7 sheets with each sheet bearing the following general title:
MERIWETHER STREET / CITY OF GRIFFIN

10. Addenda (numbers 1 to 2, inclusive).

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

a. Other exhibits to this Agreement marked _____.

12. 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 only be amended, modified, or supplemented as provided in Paragraph 3.04 of 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. 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.

10.03 *Successors and Assigns*

- A. Owner 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.

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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 26, 2015 (which is the Effective Date of the Agreement).

OWNER:

CITY OF GRIFFIN

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

100 SOUTH HILL STREET

GRIFFIN, GA 30223

(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.)

CONTRACTOR:

MCCOY GRADING, INC.

By: Danell McCoy

Title: President

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

Attest: Jean McCoy

Title: Vice-President/Sec

Address for giving notices:

450 CALLAWAY ROAD

GREENVILLE, GA 30222

License No.: UC301707

Agent for service of process:

Jean McCoy

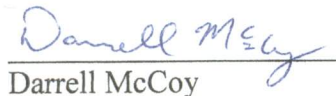
MINUTES OF ACTION OF
SPECIAL MEETING OF BOARD OF DIRECTORS OF
MCCOY GRADING, INC.
TAKEN BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING

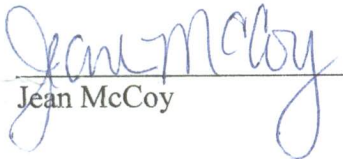
The undersigned, comprising all the Directors of MCCOY GRADING, INC. (the "Corporation"), by signing hereunder do hereby unanimously consent without a meeting to the adoption of the following actions, which shall reflect actions taken as at a special meeting of the Board of Directors pursuant to O.C.G.A. Section 14-2-821, and direct that this written consent to such action shall be filed with the minutes of the Corporation.

RESOLVED, that Darrell McCoy and Jean McCoy are authorized to sign all documents on behalf of McCoy Grading, Inc. relating to, but not limited to, bid documents, contracts, and financial documents. Both parties are authorized to enter into contracts and financial agreements on behalf of the corporation.

IN WITNESS WHEREOF, the hand and seal of each member of the Board of Directors is set forth below, effective as of the 2nd day of October, 2007.

DIRECTORS:

 (SEAL)
Darrell McCoy

 (SEAL)
Jean McCoy

(Corporate Seal)