



Opportunity Awaits

Grady County Board of Commissioners

Regular Board of Commissioners Meeting

Tuesday, August 5, 2025, 9:00 AM

Phillip Drew
District 5

Ray Prince
Chair - District 2

Sam Kines
District 3

Celeste Tyler
County Administrator

Yancey Maxwell
District 1

LaFaye Copeland
Vice-Chair - District 4

I. Executive Duties

1. Call to Order - 9:00 AM
2. Invocation/Pledge
3. Adoption of Agenda
4. Public Comments

II. Presentations

1. Axon - Sheriff Prince and Chief Harvey

III. Upcoming Events

1. Open Enrollment Wednesday, August 6, 2025 at Grady Cultural Center
2. Board of Commissioners Meeting, Tuesday, August 19, 2025, at 6:00 PM.

IV. Consent Items –(One motion)

Approval of Regular Meeting Minutes from
Regular Meeting Minutes from July 15, 2025.
Executive Meeting Minutes from July 15, 2025
Called Meeting Minutes from July 22, 2025

V. Formal Actions

FA01-08-25 Approve or Disapprove the 2025 budget amendments

FA02-08-25 Approve or Disapprove Pay Request #5 for HTS Construction for \$67,014.89.

FA03-08-25 Approve or Disapprove the Voting Delegate for the 2025 Legislative Leadership Conference at Jekyll Island taking place on October 8-10.

FA04-08-25 Approve or Disapprove the Resolution for the hours of operation for the Tax Commissioner's Office.

FA05-08-25 Approve or Disapprove rejecting the bids for the paving at Barber Park and rebid the project.

FA06-08-25 Approve or Disapprove going out to bid for road resurfacing.

FA07-08-25 Approve or Disapprove purchasing furnishings up to \$100,000.00 for the EMS Building

VI. New and Unfinished Business

1. Administrator Matters

Gabe Ridley
County Attorney

John White
HR Director

Holly D. Murkerson
Finance Director

Katie Hall
County Clerk

2. Commissioner Matters

VII. Executive Session

VIII. Reports

1. Attorney's Report

IX. Adjournment

Gabe Ridley
County Attorney

John White
HR Director

Holly D. Murkerson
Finance Director

Katie Hall
County Clerk

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July 15, 2025, Regular Board Meeting Minutes

Present for the meeting were commissioners, Ray Prince, Yancey Maxwell, Phillip Drew, Sam Kines. Staff Celeste Tyler, John White, Holly Murkerson, and County Attorney Gabe Ridley. Commissioner Copeland was absent from the meeting.

The meeting was called to order by Chairman Ray Prince at 6 p.m. The invocation was given by Mr. Drew, followed by the pledge of allegiance.

Motion by Mr. Drew, second by Mr. Kines to approve the agenda. The motion was approved.

PUBLIC COMMENTS

Michael Cook, 184 Carr St Calvary, GA

Mr. Cook spoke about having a calendar for all the meetings of government entities. He stated it appears we are trying to hide things. Mr. Cook mentioned there was a Lake Authority meeting this morning that no one knew about. He mentioned some grant for wastewater treatment that the Lake Authority is looking at that no one on the commission is aware of such a grant. Let the citizens know when meetings change.

Doug Taylor, 2490 Pecan Dr Cairo, GA

Mr. Taylor invited the commissioners to an Open House at The Church of Jesus Christ of Latter-day Saints, 435 Maxwell Dr Cairo, GA 39828 from 4:00 pm to 6:00 pm on Saturday, July 26, 2025. This is an opportunity for the people to meet the commissioners.

PRESENTATIONS

Municipal SPLOST Request

City of Whigham, Mayor Trey Gainous

Mayor Gainous provided a presentation to the commissioners on why it would be beneficial to increase the City of Whigham's share of the upcoming SPLOST to 3.8%. Mayor Gainous stated the projects that Whigham hopes to accomplish with the SPLOST funds would benefit the entire county. The commissioners stated they would consider the request.

City of Cairo, City Manager Booker T. Gainor IV

Mr. Gainor outlined the projects that the city of Cairo would undertake with 38.8% of the upcoming SPLOST.

UPCOMING EVENTS

August 5, 2025, at 9:00 am – Next meeting for the Board of Commissioners.

CONSENT ITEMS (ONE MOTION)

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**

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Motion by Mr. Drew, second by Mr. Maxwell to approve the minutes from the July 1, 2025 meeting and the plat for Lou Ann Carter. The motion was approved.

FORMAL ACTIONS

FA08-07-25; Motion by Mr. Drew, second by Mr. Maxwell to approve pay request #4 for HTS Construction for Long Branch Church Road in the amount of \$82,309.69. The motion was approved.

FA09-07-25; Motion by Mr. Drew, second by Mr. Kines to approve the bid from Taylor Waste for garbage disposal for the next three years. The motion was approved.

NEW AND UNFINISHED BUSINESS

Administrator Matters

Mrs. Tyler stated she received a letter from the Halcyon Home in Thomasville requesting a letter of support for a CDBG Grant for a transition house. The board gave its approval for the letter of support.

Mrs. Tyler stated there will be a meeting called Tuesday, July 22, 2025 at 9:00 am to approve the Resolution and Intergovernmental Agreement to place the question concerning a new SPLOST on the November ballot.

Commissioner Matters

Mr. Kines stated that the board went and toured the roads on June 5, 2025, and it is time to move forward on getting the road repairs started. He was informed that a person who was riding a bike was injured on one of the roads.

Mr. Prince stated that the work is progressing on Long Branch Church Road.

EXECUTIVE SESSION

Motion by Mr. Drew, second by Mr. Maxwell to enter executive session at 6:41 pm to discuss property. The motion was approved.

Motion by Mr. Drew, second by Mr. Kines to exit executive session at 7:13 pm. The motion was approved.

FA10-07-25; Motion by Mr. Drew, second by Mr. Kines to approve the purchase of property located at 17 1st Ave NE Cairo, GA. The motion was approved.

REPORTS

1. Attorney's Report – None
2. Tired Creek Lake 06-2025
3. Permit Report 06-25
4. Plat Activity Report 06-25
5. Plats 06-25
6. Animal Control 06-25
7. Roads and Bridges 06-2025
8. Extension Service 06-2025

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**

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ADJOURNMENT – Motion by Mr. Drew, second by Mr. Kines to adjourn. The motion was approved.

RESOLUTIONS/AGREEMENTS/AGENDA

REAL ESTATE PURCHASE AND PARTIAL GIFT AGREEMENT

GEORGIA, GRADY COUNTY:

THIS Agreement, made and entered into this 16th day of July, 2025, by and between Chaswill, Inc., hereinafter referred to as "Seller/Donor," and Grady County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "Purchaser/Donee":

WITNESSETH THAT:

WHEREAS, Seller/Donor is the owner of real estate located at 17 1st Ave NE, Cairo, Grady County, Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being in the City of Cairo, Grady County, Georgia, being more particularly described as follows: To find the point of beginning commence at the intersection of the East right-of-way margin of North Broad Street with the North right-of-way margin of First Avenue Northeast, and run thence along the north right-of-way margin of said First Avenue Northeast South 89 degrees 37 minutes 03 seconds East 98.15 feet to the East right-of-way margin of a twenty (20) foot city alley and the point of beginning of the tract herein conveyed. From said point of beginning run along the East right-of-way margin of said city alley North 00 degrees 50 minutes 43 seconds West 156.78 feet to a point on the South right-of-way margin on Second Avenue Northeast; run thence along the South right-of-way margin of said Second Avenue Northeast, South 89 degrees 59 minutes 32 seconds East 184.74 feet to the Northwest corner of property owned by Messenger Publishing Company, Inc.; run thence along the west property line of said Messenger Publishing Company, Inc. South 00 degrees 10 minutes 19 seconds East 160.96 feet to a point on the north right-of-way margin of First Avenue Northeast; run thence along the north right-of-way of said First Avenue Northeast, North 88 degrees 40 minutes 34 seconds West 182.96 feet to the point of beginning of the tract herein conveyed.

Said tract or parcel of land being more particularly described on that plat of survey for Chaswill, Inc. by Wallace Long Hambrick, dated November 1, 1996, and recorded in Plat Book 32, Page 8, Grady County Land Records. Reference to said plat of survey is made to incorporate same herein by reference thereto.

WHEREAS, Seller/Donor desires to transfer the property described above to Buyer/Donee in part as a sale and in part as a charitable gift for public use;



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WHEREAS, Buyer/Donor is willing to accept such transfer under the terms stated herein and use the property for public purposes;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller/Donor and Purchaser/Donor agree as follows:

1. Seller/Donor and Purchaser/Donor agree that the estimated fair market value of the property is \$950,000. It is agreed that Buyer/Donor shall pay Seller/Donor the sum of \$300,000.00 (the "purchase price") as consideration. The remaining value of approximately \$650,000 is hereby deemed a charitable gift to Buyer/Donor by Seller/Donor. The fair market value of the property shall be confirmed by a qualified appraiser as provided below, and the difference between the purchase price and appraised value shall constitute the charitable contribution by Seller/Donor to Purchaser/Donor within the meaning of Section 170 of the Internal Revenue Code. While the fair market value of the property will be determined by said qualified appraiser, only the charitable gift portion shall be adjusted in accordance with the appraisal and the purchase price portion shall remain at \$300,000.00. Other than the purchase price, Seller/Donor is receiving no other benefit or consideration from Purchaser/Donor.

2. Closing shall occur on or before October 31, 2025, at the office of The Ridley Law Firm, LLC, which is located at 401 N. Broad St., Cairo, Georgia 39828. Gabriel S. Ridley shall be the closing attorney and shall solely represent the Purchaser/Donor's interests in the transaction.

3. Within five days from the binding date of this Agreement, Purchaser/Donor shall deposit the sum of ONE DOLLAR (\$1.00) as earnest money. Purchaser/Donor shall be entitled to a return of the earnest money upon the parties' failure to enter into a binding contract, upon the termination



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of this Agreement in accordance with the terms and conditions set forth herein, or upon a contingency described herein not being satisfied. Otherwise, the earnest money shall be applied to the purchase price of the property at closing.

4. Should Purchaser/Donor default under this Agreement, Seller/Donor shall be entitled to retain the earnest money as liquidated damages, not a penalty. The parties stipulate and agree that the damages incurred by Seller/Donor in the event of Purchaser/Donor's breach are difficult or impossible to estimate, and the earnest money sum is a reasonable pre-estimate of Seller/Donor's actual damages. Retention of the earnest money deposit shall be Seller/Donor's sole remedy.

5. The closing attorney shall be the holder of the earnest money. The holder shall disburse the earnest money according to the terms of this Agreement. Should the transaction not close, the holder must give notice to the parties of its intent to disburse. Each party must deliver its objection to the proposed disbursement, if any, to the holder in writing within five days thereafter. If the holder receives no objection, it may disburse the earnest money as proposed. If an objection is received, the holder may retain the funds until the dispute is resolved. If the dispute is not resolved within thirty days, the holder may elect, at its option, to interplead the disputed funds. Should the holder elect to file an interpleader action, it may deduct all fees and costs, including reasonable attorney's fees, related thereto from the earnest money according to Georgia law.

6. Upon tender of the balance of the purchase price, Seller/Donor shall deliver a properly executed warranty deed conveying good, marketable, fee simple title to the above-described property, free and clear of liens, subject only to zoning ordinances of the City of Cairo, existing easements, restrictions, and protective covenants applicable to the above-described property and ad valorem taxes for the year of closing. Seller/Donor shall also deliver possession of the property



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in the same condition as on the date of the close of the Due Diligence Period, normal wear and tear excepted.

7. Purchaser/Donee shall have a period of thirty (30) days from the date of this Agreement ("Due Diligence Period") to conduct inspections, investigations, and conduct a title examination. During this time, Purchaser/Donee may, at its sole discretion, assess the condition of the property, including but not limited to structural, environmental, and zoning matters.

8. If Purchaser/Donee determines that the property is not suitable for its intended use, Purchaser/Donee may terminate this Agreement by providing written notice to the Seller/Donor before the expiration of the Due Diligence Period. Upon such termination, neither party shall have any further obligations under this Agreement. The parties agree that the Due Diligence Period shall expire at 11:59 p.m. on August 15, 2025.

9. Purchaser/Donee shall have reasonable access to the property during the Due Diligence Period for the purpose of conducting inspections and assessments, provided that Purchaser/Donee shall not unreasonably interfere with the Seller/Donor's use of the property. Purchaser/Donee agrees to reimburse Seller/Donor for the costs of damage to the property arising from Purchaser/Donee's inspections. If Purchaser/Donee does not terminate this Agreement within the Due Diligence Period, Purchaser/Donee shall be deemed to have accepted the property in its current condition.

10. Prior to the expiration of the Due Diligence Period, Purchaser/Donee shall notify Seller/Donor, in writing, of all title objections, if any, that impair Seller/Donor's ability to convey marketable title. Upon receipt of such notification, Seller/Donor shall have thirty days therefrom to cure the defect(s) identified by Purchaser/Donee and the closing date shall be extended, if



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necessary, to provide such time. If Seller/Donor is unable or unwilling to cure said title defects, then Purchaser/Donee shall have the right to terminate this Agreement.

11. Purchaser/Donee shall be responsible for all costs, fees, and charges necessary to close this transaction except: 1) all fees and expenses associated with curing title defects (if any) and 2) postage, shipping fees, and/or other expenses (if any) associated with Seller/Donor not attending the closing in person.

12. Seller/Donor agrees to execute an owner's affidavit at or before closing, containing representations that address unrecorded title matters. Seller/Donor agrees to execute any other document the closing attorney may reasonably deem necessary to comply with all relevant laws and regulations, or to insure Purchaser/Donee's title to the property.

13. Purchaser/Donee warrants and represents that the property is being acquired exclusively for public purposes. Purchaser/Donee agrees to use the property in a manner consistent with its governmental functions under Georgia law.

14. Purchaser/Donee agrees to execute Part V of IRS Form 8283 acknowledging receipt of the donated portion of the property and to provide such additional written acknowledgments as may be required for Seller/Donor to substantiate the charitable contribution for income tax purposes.

15. Seller/Donor shall obtain, at its own expense, a qualified appraisal prepared by a qualified appraiser in accordance with IRS regulations. Such appraisal shall be dated no more than 60 days before the date of closing. Seller/Donor shall provide Purchaser/Donee with a copy of the appraisal report prior to the date of closing. Should the appraisal report indicate that the property's fair market value is below the purchase price, then Purchaser/Donee shall have the right to terminate this Agreement without penalty.



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matter contained herein. No modification, amendment, or extension of this Agreement, and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

22. Time is of the essence of this Agreement. Failure to meet any deadline set forth herein without the written consent of both parties shall constitute a material breach.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their authorized representatives to execute this Agreement on the day and year first above written.

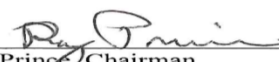
Chaswill, Inc.

By: 
Jonathan Kevin Chason, CEO

Attest: 
Margaret Claire Chason, Secretary

[Affix Seal]

Grady County

By: 
Ray Prince, Chairman

Attest: 
John White, County Clerk





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16. If the property is destroyed or substantially damaged before the closing of this Agreement, then Seller/Donor shall promptly notify Purchaser/Donee in writing. In such event, either party may terminate this Agreement without penalty within fourteen days of delivery of such notice.

17. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to unforeseen circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of government or regulatory authorities, war, terrorism, civil unrest, strikes, or other labor disturbances, or any other similar events that could not have been anticipated or avoided by the exercise of due diligence

18. Should the property be the subject of a condemnation proceeding by an entity other than Purchaser/Donee, then Seller/Donor shall promptly notify Purchaser/Donee in writing. In such event, Purchaser/Donee may terminate this Agreement without penalty within fourteen days of delivery of such notice.

19. Ad valorem taxes for the current year shall be estimated and prorated between the Seller/Donor and Purchaser/Donee through the date of closing. The parties agree that the previous year's tax assessment shall be a reasonable estimate for calculating the proration.

20. The parties agree that any notices required to be delivered under this Agreement may be sent by electronic mail. Notices to Seller/Donor shall be sent to the following email address: kevinchason@yahoo.com. Notices to Purchaser/Donee shall be sent to the following email address: gabe@ridleylawfirm.com. Notification shall be deemed delivered on the date received.

21. The terms contained in this Agreement constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede all prior agreements and understandings, both written and oral, by and between the parties hereto with respect to the subject



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IN WITNESS WHEREOF, the parties hereto have hereunto caused their authorized representatives to execute this Agreement on the day and year first above written.

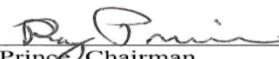
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By: 
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Attest: 
John White, County Clerk



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Opportunity Awaits Grady County Board of Commissioners
Regular Board of Commissioners Meeting
Tuesday, July 15, 2025, 6:00 PM

I. Executive Duties

1. Call to Order - 6:00 PM
2. Invocation/Pledge
3. Adoption of Agenda
4. Public Comments

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**

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II. Presentations

1. Municipal SPLOST Request

III. Upcoming Events

1. Board of Commissioners Meeting August 5, 2025 at 9:00 am.

IV. Consent Items –(One motion)

Approval of Regular Meeting Minutes of the July 1, 2025 meeting

Approval of Lou Ann Carter Plat

V. Formal Actions

FA08-07-25 Approve or Disapprove pay request #4 for HTS Construction for Long Branch Church Road

FA09-07-25 Approve or Disapprove the bid from Taylor Waste for Garbage site disposal.

VI. New and Unfinished Business

1. Administrator Matters
 - a Halcyon Home
 - b SPLOST Called Meeting 07-22-25 at 9:00 am
2. Commissioner Matters

VII. Executive Session

1. Discuss purchase of property
2. FA10-07-25 Approve or Disapprove the purchase of property located at 17 1st Ave NE Cairo, GA

VIII. Reports

1. Attorney's Report
2. Tired Creek Lake 06-2025

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**

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Sam Kines District 3	Celeste Tyler County Administrator	Phillip Drew District 5

- 3. Permit Report 06-25
- 4. Plat Activity Report 06-25
- 5. Plats 06-25
- 6. Animal Control 06-25
- 7. Roads and Bridges 06-2025
- 8. Extension Service 06-2025

IX. Adjournment

ATTEST:

John White, County Clerk

Ray Prince, Chair

LaFaye Copeland, Vice Chair

Phillip Drew, Commissioner

Yancey Maxwell, Commissioner

Sam Kines, Commissioner



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July 22, 2025, Called Board Meeting Minutes

Present for the meeting were commissioners, Ray Prince, Yancey Maxwell, Phillip Drew, Sam Kines, and LaFaye Copeland. Staff Celeste Tyler, John White, and Holly Murkerson.

The meeting was called to order by Chairman Ray Prince at 9:00 a.m. The invocation was given by Mr. Maxwell, followed by the pledge of allegiance.

Motion by Mrs. Copeland, second by Mr. Drew to approve the agenda. The motion was approved.

FORMAL ACTIONS

FA11-07-25; Motion by Mr. Drew, second by Mrs. Copeland to approve the resolution /Intergovernmental Agreement to call for a SPLOST on the November, 2025 ballot. The motion was approved.

ADJOURNMENT – Motion by Mr. Drew, second by Mr. Kines to adjourn. The motion was approved.

Called Board of Commissioners Meeting Agenda

July 22, 2025, 9:00 AM

I. Executive Duties

A. Call to Order –9:00 AM

B. Invocation/Pledge

C. Adoption of Agenda

II. Formal Actions

FA11-07-25 Approve or Disapprove the Resolution/Intergovernmental Agreement to call for a SPLOST on the November, 2025 ballot.

III. Adjournment

Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the ADA Coordinator at 229-377-1512 promptly to allow the County to make reasonable accommodations for those persons.

ATTEST:

John White, County Clerk

Ray Prince, Chair

LaFaye Copeland, Vice Chair

Phillip Drew, Commissioner

Gabe Ridley, County Attorney, John White, HR Director/County Clerk, Holly D Murkerson, Finance Director

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Yancey Maxwell, Commissioner

Sam Kines, Commissioner

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**

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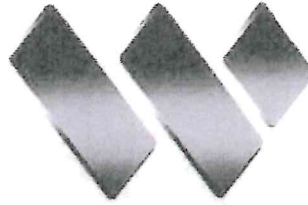
2025 GENERAL FUND BUDGET AMENDMENTS

TO BE ADDED TO 2025 BUDGET:

	EXPENDITURES	REASON
SOLID WASTE		
PORTAPOTTYS	\$ 6,200	WASN'T REQUESTED IN 2025 BUDGET 100-4500-22-522320
TAYLOR WASTE		INCREASES FOR RENEWED CONTRACT FROM JULY 15, 2025 BOC MEETING; EFFECTIVE JULY 1, 2025
	\$ 60,600	MONTHLY INCREASE OF \$10,100 PER MONTH FOR THE 5 MANNED SITES/DUMPSTERS (JULY - DEC 25 = 6 MONTHS
	\$ 3,700	ESTIMATED ROLL OFF INCREASES FOR 20th, Hilltop, Beck Branch = \$215 TO \$225 PER HAUL
	\$ 1,200	ESTIMATED ROLL OFF INCREASES FOR Bunn Lane, Ridge Road = \$215 TO \$225 PER HAUL
	<u>\$ 3,000</u>	ESTIMATED WHITE GOOD CONTAINERS \$160 TO \$185 PER CONTAINER
	\$ 68,500	
EMS		
NEW BLDG/EXT LIGHTS	\$ 600	\$49/MONTH PER C. DORSEY IN UTILITIES 100-1565-15-531203
ELECTIONS		
POSTAGE/KNOWINK	\$ 6,000	NEW REQUIREMENT 100-1400-27-523205
POLLWORKER SALARIES	\$ 8,000	NOVEMBER GENERAL ELECTION; TWO UNANTICIPATED ELECTIONS TO DATE 100-1400-27-511101
CLERK OF COURT		
POSTAGE/LEASE	\$ 4,500	NEVER INCLUDED IN BUDGET BEFORE, VENDOR NOT IN BOC SYSTEM 100-2100-07-523205
DETENTION CENTER		
MEDIACOM CABLE	\$ 3,300	NOT INCLUDED IN BUDGET;INTERNET/UTILITIES 100-1565-15-531202
TOTAL TO BE ADDED	\$ 97,100	FUND BALANCE REVENUE TO COVER ADDITIONAL EXPENSES 100-0000-00-135400
CURRENT GF BUDGET	<u>\$ 26,927,500</u>	ORIGINAL FUND BALANCE TO BALANCE \$8,533,800
WITH ADDITIONS	\$ 27,024,600	AMENDED 2025 GF BUDGET

7/29/25 to
A/p for
payment
wk of 7/28/25 -
am

348-4100-02-54.1419



WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

OK to
pay
C.I.T.

July 28, 2025

Ms. Celeste Tyler
Grady County Board of Commissioners
33 17th Ave NW
Cairo, GA 39827

Subject: Grady County BOC, Georgia
Grading, Drainage, Base & Pavement Improvements
to serve 17th Ave. NW & 17th Ave. NE
(A.K.A. Long Branch Church Road)
W&A Project No.: W0744-044-01

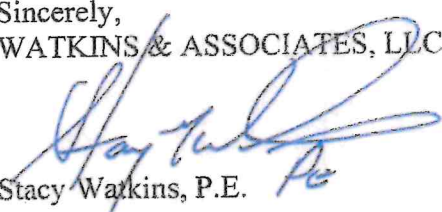
Dear Ms. Tyler:

Enclosed you will find two (2) approved copies of **Pay Request #5** for the above subject project. This pay estimate primarily consists of curb and gutter. If you are in agreement, please process this pay request at your earliest convenience.

Please cut a check payable to **HTS Construction, Inc.** in the amount of **\$67,014.89** and mail it to:

HTS Construction, Inc.
P. O. Box 70756
Albany, GA 31708

Sincerely,
WATKINS & ASSOCIATES, LLC


Stacy Watkins, P.E.

Enclosures: (2) Pay Request #5

cc: HTS Construction, Inc., via email
Project File

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE 1 OF 2 PAGES

TO OWNER: Grady County Board of Commissioners 33 17th Ave. NW Cairo, GA 39828 PROJECT: Grading, Drainage, Base & Pavement Improvement to serve 17th Ave. NW & 17th Ave. NE (A.K.A. Long Branch Church Road) APPLICATION NO: 420-5 PERIOD TO: 7/31/2025 PROJECT NOS.: ARCHITECT CONTRACTOR

FROM CONTRACTOR: JTS Construction, Inc. 1715 Construction, Inc. PO Box 70756 Albany, GA 31708 VIA Engineer: Watkins & Associates 1606 Whiddon Mill Rd. Tifton, GA 31793 CONTRACT DATE: 12/17/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	1,628,169.69
2 Net change by Change Orders		
Net change by Alternates		
Net change by Alternates		
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,628,169.69
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	894,681.77
5 RETAINAGE: Lump Sum		
a. 10% of Completed Work (Columns D + E on G703)	\$	66,063.35
b. 10% of Stored Material (Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	66,063.35
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	828,618.42
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	761,603.53
8 CURRENT PAYMENT DUE (Line 3 less Line 6)	\$	67,014.89
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	799,551.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: Steve M. Julian, Jr. Date: 7.25.25

Steve M. Julian, Jr. Vice President

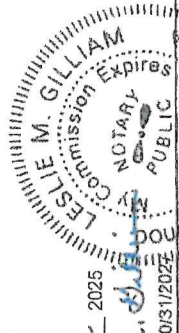
State of: Georgia

County of: Dougherty

Subscribed and sworn to before me this 25th day of July, 2025

Notary Public: Leslie M. Gilliam

My Commission expires: 10/31/2024



CERTIFICATE FOR PAYMENT

In accordance with the Contractor Documents, based on the progress of the Work and the data comprising this application, certifies to the Owner that to the best of the contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 67,014.89

Approved By:

Stacy G. Watkins, P.E.
Stacy G. Watkins, P.E., Ga. 26362
Watkins & Associates, L.L.C.

Date: 7/28/25

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

TO (OWNER): Grady Co. Board of Commissioners 33 17th Ave. NW Cairo, GA 39827		PROJECT: 17th Avenue Grady County	APPLICATION NO: 420-5 PERIOD TO: 7/31/2025	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): HTS Construction, Inc.
PO Box 70756
Albany, GA 31708

VIA (ARCHITECT): Watkins & Associates
1606 Whiddon Mill Road
Tifton, GA 31793

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Improvements to Serve 17th Ave. NW & NE

CONTRACT DATE: 12/17/2024

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV QTY/%	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Cash Allowance Testing		LS	\$0.00	\$5,000.00	.0002%	.0002%	\$0.01	10.2350%	\$511.75	\$0.00	10.2352%	\$511.76	10.24	\$4,488.24
2	Supplemental Work Addition		LS	\$0.00	\$25,000.00	.0000%	.0000%	\$0.00	.0000%	\$0.00	\$0.00	.0000%	\$0.00	.00	\$25,000.00
3	Bond & Insurance		LS	\$0.00	\$24,061.62	100.0000%	100.0000%	\$24,061.62	.0000%	\$0.00	\$0.00	100.0000%	\$24,061.62	100.00	\$0.00
4	Traffic Control per the M.U.T.C.D.		LS	\$0.00	\$8,500.00	75.0000%	75.0000%	\$6,375.00	5.0000%	\$425.00	\$0.00	80.0000%	\$6,800.00	80.00	\$1,700.00
5	Mobilization/ Demobilization		LS	\$0.00	\$19,000.00	75.0000%	75.0000%	\$14,250.00	5.0000%	\$950.00	\$0.00	80.0000%	\$15,200.00	80.00	\$3,800.00
6	Temporary Grassing, Ds2	4,100	AC	\$1,600.00	\$6,560.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$6,560.00
7	Temporary Mulch, Ds1	6,150	TON	\$550.00	\$3,382.50	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$3,382.50
8	Temporary Construction Exit	4,000	EA	\$3,100.00	\$12,400.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$12,400.00
9	Baled Straw Erosion Checks	465,000	LF	\$7.00	\$3,255.00	400.0000	400.0000	\$2,800.00	.0000	\$0.00	\$0.00	400.0000	\$2,800.00	86.02	\$455.00
10	Inlet Sediment Trap	21,000	EA	\$150.00	\$3,150.00	21.0000	21.0000	\$3,150.00	.0000	\$0.00	\$0.00	21.0000	\$3,150.00	100.00	\$0.00
11	Maintenance of Temp. Sediment Barrier, Sd1-NS	4,132,000	LF	\$1.00	\$4,132.00	3,050.0000	3,050.0000	\$3,050.00	200.0000	\$200.00	\$0.00	3,250.0000	\$3,250.00	78.65	\$882.00
12	Maintenance of Temp. Sediment Barrier, Cd-Hb	465,000	LF	\$2.00	\$930.00	100.0000	100.0000	\$200.00	100.0000	\$200.00	\$0.00	200.0000	\$400.00	43.01	\$530.00
13	Maintenance of Construction Exit	4,000	EA	\$850.00	\$3,400.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$3,400.00
14	Water Quality Monitoring & Sampling	3,000	EA	\$500.00	\$1,500.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,500.00
15	Water Quality Monitoring & Sampling	6,000	MO	\$1,200.00	\$7,200.00	3.0000	3.0000	\$3,600.00	1.0000	\$1,200.00	\$0.00	4.0000	\$4,800.00	66.67	\$2,400.00
16	Temporary Silt Fence	4,132,000	LF	\$4.00	\$16,528.00	4,132.0000	4,132.0000	\$16,528.00	.0000	\$0.00	\$0.00	4,132.0000	\$16,528.00	100.00	\$0.00
17	Foundation Backfill Material, Type 2	15,000	TON	\$100.00	\$1,500.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,500.00
18	Grading Complete		LS	\$0.00	\$351,212.42	42.0000%	42.0000%	\$147,509.21	2.0000%	\$7,024.25	\$0.00	44.0000%	\$154,533.46	44.00	\$196,678.96
19	6" G.A.B.	17,540,000	SY	\$22.45	\$393,948.40	4,500.0000	4,500.0000	\$101,070.00	.0000	\$0.00	\$226,084.46	4,500.0000	\$327,154.46	83.05	\$66,793.94
20	2" 12.5 MM Asphalt	1,879,000	TON	\$130.00	\$244,270.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$244,270.00
21	Concrete Driveway, 6" Thick, GDOT STD. Detail	47,000	SY	\$100.00	\$4,700.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$4,700.00
22	Sidewalk, 5" Wide, 4" Thick (Includes Wheelchair Ramp)	475,000	SY	\$56.00	\$26,600.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$26,600.00
23	Curb & Gutter 6 X 24	4,257,000	LF	\$25.00	\$106,425.00	.0000	.0000	\$0.00	2,398.0000	\$59,950.00	\$0.00	2,398.0000	\$59,950.00	56.33	\$46,475.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

TO (OWNER): Grady Co. Board of Commissioners 33 17th Ave. NW Cairo, GA 39827				PROJECT: 17th Avenue Grady County		APPLICATION NO: 420-5 PERIOD TO: 7/31/2025		DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR						
FROM (CONTRACTOR): HTS Construction, Inc. PO Box 70756 Albany, GA 31708				VIA (ARCHITECT): Watkins & Associates 1606 Whiddon Mill Road Tifton, GA 31793		ARCHITECT'S PROJECT NO:								
CONTRACT FOR: Improvements to Serve 17th Ave. NW & NE														
CONTRACT DATE: 12/17/2024														
ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
24	Storm Drain Pipe, 15" RCP, H 1-10	368.000	LF	\$57.00	\$20,976.00	368.0000	\$20,976.00	.0000	\$0.00	\$0.00	368.0000	\$20,976.00	100.00	\$0.00
25	Storm Drain Pipe, 18" RCP, H 1-10	2,110.000	LF	\$61.75	\$130,292.50	2,110.0000	\$130,292.50	.0000	\$0.00	\$0.00	2,110.0000	\$130,292.50	100.00	\$0.00
26	Storm Drain Pipe, 24" RCP, H 1-10	40.000	LF	\$100.00	\$4,000.00	.0000	\$0.00	.0000	\$0.00	\$2,320.00	.0000	\$2,320.00	58.00	\$1,680.00
27	Safety End Section 18", Storm Drain 6:1 Slope	1.000	EA	\$2,400.00	\$2,400.00	1.0000	\$2,400.00	.0000	\$0.00	\$0.00	1.0000	\$2,400.00	100.00	\$0.00
28	Safety End Section 24", Storm Drain 6:1 Slope	1.000	EA	\$5,100.00	\$5,100.00	.0000	\$0.00	.0000	\$0.00	\$4,506.00	.0000	\$4,506.00	88.35	\$594.00
29	Flared End Section 18"	3.000	EA	\$1,600.00	\$4,800.00	3.0000	\$4,800.00	.0000	\$0.00	\$0.00	3.0000	\$4,800.00	100.00	\$0.00
30	Flared End Section 24"	1.000	EA	\$1,725.00	\$1,725.00	.0000	\$0.00	.0000	\$0.00	\$1,137.97	.0000	\$1,137.97	65.97	\$587.03
31	Stone Dumped Rip Rap, Type 3, ST	38.000	SY	\$85.00	\$3,230.00	38.0000	\$3,230.00	.0000	\$0.00	\$0.00	38.0000	\$3,230.00	100.00	\$0.00
32	Plastic Filter Fabric	38.000	SY	\$10.00	\$380.00	38.0000	\$380.00	.0000	\$0.00	\$0.00	38.0000	\$380.00	100.00	\$0.00
33	Relocate Existing Fire Hydrant	2.000	EA	\$6,500.00	\$13,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$13,000.00
34	Adjust Water Meter Box to Grade	3.000	EA	\$350.00	\$1,050.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,050.00
35	Adjust Water Valve Box to Grade	2.000	EA	\$400.00	\$800.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$800.00
36	Highway Signs, Type 1, Reflective Sheeting, Type 9	104.000	SF	\$22.00	\$2,288.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,288.00
37	Galvanized Steel Posts, Type 7	182.000	LF	\$12.00	\$2,184.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,184.00
38	Thermoplastic Solid Traffic Stripe, 5" Yellow	9,752.000	LF	\$0.66	\$6,436.32	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$6,436.32
39	Thermoplastic Skip Traffic Stripe, 5" Yellow	5,005.000	GLF	\$0.45	\$2,252.25	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,252.25
40	Thermoplastic Solid Traffic Stripe, 5" White	8,098.000	LF	\$0.66	\$5,344.68	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$5,344.68
41	Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	72.000	LF	\$8.25	\$594.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$594.00
42	Thermoplastic Solid Traffic Stripe, 24" Yellow	941.000	LF	\$8.25	\$7,763.25	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$7,763.25
43	Raised Pavement Markers, Type 1, Yellow	85.000	EA	\$8.25	\$701.25	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$701.25

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

TO (OWNER): Grady Co. Board of Commissioners 33 17th Ave. NW Cairo, GA 39827	PROJECT: 17th Avenue Grady County	APPLICATION NO: 420-5 PERIOD TO: 7/31/2025
FROM (CONTRACTOR): HTS Construction, Inc. PO Box 70756 Albany, GA 31708	VIA (ARCHITECT): Watkins & Associates 1606 Whiddon Mill Road Tifton, GA 31793	ARCHITECT'S PROJECT NO:
		DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR

CONTRACT DATE: 12/17/2024

CONTRACT FOR: Improvements to Serve 17th Ave. NW & NE

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV QTY/%	PREV COMP	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
44	Raised Pavement Markers, Type 3, Clear/ Red	30.000	EA	\$8.25	\$247.50	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$247.50
45	Catch Basin, GP 1	17.000	EA	\$4,700.00	\$79,900.00	17.0000	17.0000	\$79,900.00	.0000	\$0.00	\$0.00	17.0000	\$79,900.00	100.00	\$0.00
46	Drop Inlet Box	4.000	EA	\$5,400.00	\$21,600.00	4.0000	4.0000	\$21,600.00	.0000	\$0.00	\$0.00	4.0000	\$21,600.00	100.00	\$0.00
47	Concrete Spillway, Type 3	5.000	EA	\$4,000.00	\$20,000.00	.0000	.0000	\$0.00	1.0000	\$4,000.00	\$0.00	1.0000	\$4,000.00	20.00	\$16,000.00
48	Turf Establishment, Type C, Ds3	4.100	AC	\$4,500.00	\$18,450.00	.0000	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$18,450.00
REPORT TOTALS					\$1,628,169.69			\$586,172.34		\$74,461.00			\$894,681.77		\$733,487.92
											\$234,048.43				

MEMORANDUM

To: County Chairman, Sole Commissioners and CEOs
Mayors of Consolidated Governments
c/o County Clerks, Managers or Administrators

From: Dave Wills, Executive Director

Date: **July 16, 2025**

Subject: Legislative Leadership Conference Business Session – Official

This is the official call for the business session at the ACCG Legislative Leadership Conference scheduled for Thursday, October 9th at the Jekyll Island Convention Center in Glynn County. The purpose of this session is to consider policies to be adopted by the membership and other business that may come before the body. Each county may appoint a voting delegate (*commissioner or county staff*) to cast its county's vote on matters coming before the business session.

Please note that cellular devices will be used to cast votes and delegates must be able to access their email accounts on-site.

In order for ACCG staff to conduct the voting process as smoothly as possible, we need the name of your county's delegate before the conference convenes. Credentials pickup will be announced once the conference agenda is finalized.

Please complete and return this page via email as a pdf attachment no later than Friday, August 29th to Stephanie Wright at swright@accg.org. Your prompt attention to this matter is greatly appreciated.

2025 LEGISLATIVE LEADERSHIP CONFERENCE VOTING DELEGATE FORM

Name (First & Last Name)

Title & email address

County



WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

June 19, 2025

Celeste Tyler, County Administrator
Grady County Board of Commissioners
33 17th Avenue NW
Cairo, GA 39827

Subject: Grady County BOC, Georgia
Recreational Building Parking Lot Improvements
W&A Project No.: W0744-051-02

Dear Ms. Tyler:

As you are aware, bids were received for the project titled "Recreational Building Parking Lot Improvements" on June 17, 2025. A total of two (2) bids were opened. CMI, Inc. out of Cairo Georgia was the apparent low bidder. After review of the bids, a mathematical error was found in the bid submitted by CE Construction of Georgia, LLC which resulted in a lower base bid of \$177,602.53 making CE Construction of Georgia that actual low bidder.

As part of our recommendation, W&A checked the Georgia Procurement Registry (GPR) to see if the project had been submitted by Grady County for advertisement. We could not verify that this project was advertised on the GPR as required by law. You may want to discuss this issue with the County Attorney to verify if Grady County can legally enter into a contract if this project was not posted on the GPR therefore requiring Grady County to reject all bids. If all is found to be legally sufficient to proceed, Watkins & Associates, LLC recommends that the Grady County Board of Commissioners enter into an agreement with CE Construction of Georgia, LLC to construct the project "Recreational Building Parking Lot Improvements" in the amount of \$177,602.53.

I have enclosed four (4) copies of the Bid Tabulation for your use and review. Please note that the Bid Tabulation reflects all bids received. I have also enclosed four (4) copies of the *Notice of Award* and *Contract Agreement*. If in agreement, please have all four copies of each section, executed and returned to me as soon as possible. We will then forward to the Contractor for their signature and will request Payment and Performance Bonds.

Please contact me if you should have any questions or need additional information.

Sincerely,

WATKINS & ASSOCIATES, LLC

Stacy Watkins, P.E.

Stacy Watkins, P.E.

Enclosures: (4) Notice of Award
(4) Contract Agreement
(4) Bid Tabulation

CC: Project File

NOTICE OF AWARD

SECTION 00510

Date of Issuance:		Owner's Contract No.:	1 of 1
Owner:	Grady County Board of Commissioners	Engineer's Project No.:	W0744-051-01
Engineer:	Watkins & Associates, LLC		
Project:	Recreational Building Parking Lot Improvements		
Bidder:	CE Construction of Georgia, LLC		
Bidder's Address:	2211 Walter Brown Drive, Albany, GA 31705		

TO BIDDER:

You are notified that Owner has accepted your Bid dated **June 17, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

RECREATIONAL BUILDING PARKING LOT IMPROVEMENTS

[Project]

The Contract Price of the awarded Contract is: **\$177,602.53**, 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: **Grady County Board of Commissioners**

Authorized Signature

By: **Celeste Tyler**

Title: **County Administrator**

Copy: Engineer

END OF SECTION

CONTRACT AGREEMENT

SECTION 00520

THIS AGREEMENT is by and between Grady County Board of Commissioners (“Owner”) and CE Construction of Georgia, LLC (“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:

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 **Recreational Building Parking Lot Improvements** as shown on the construction drawings. In general, construction consists of 1,470 s.y. of base and asphalt, striping, connection of downspouts and drainage piping and all associated measures for the complete project. Time allotted for completion of work is 90 consecutive calendar days to substantial completion. Work shall be complete and ready for contract close-out with 120 consecutive calendar days. All work shall be completed in accordance with the plans and specifications. The work will be awarded in **one (1) Contract**.

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 90 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 120 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

CONTRACT AGREEMENT

SECTION 00520

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200.00 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 \$300.00 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.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), 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 the amounts that follow, subject to adjustment under the Contract:

**One Hundred Seventy-Seven Thousand Six Hundred Two Dollars and Fifty-Three Cents.
(\$177,602.53)**

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

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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.

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 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 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.

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- 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.
- 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. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: **Recreational Building Parking Lot Improvements**, listed as follows:

Sheet No.	Drawing Title
-	Title Sheet
G1	General Notes, Legend & Location Map
C1	Site Plan
D1	Details

- 8. Addenda (numbers 0 to 0, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):

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- a. Contractor's Bid.
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. 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.
- 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:

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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

- 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.

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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: **CE Construction of Georgia,
LLC**

signature

signature

By: **Celeste Tyler**

By: _____

Title: **County Administrator**

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Grady County Board of Commissioners

CE Construction of Georgia, LLC

33 17th Ave NW

2211 Walter Brown Drive

Cairo, GA 39827

Albany, GA 31705

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

BID TABULATION FOR ALL BIDS
RECEIVED AT: GRADY CO. BOARD OF COMMISSIONERS
33 17TH AVENUE NW
CAIRO, GA 39827
DATE: TUESDAY, JUNE 17TH, 2025
TIME: 11:00 AM



WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

WATKINS & ASSOCIATES, LLC.
CONSULTING ENGINEERS
1606 WHIDDON MILL ROAD
TIFTON, GA 31793
(229) 388-8823

PROJECT: Recreational Building Parking Lot Improvements W&A Project No.: W0744-051-01					CE Construction 2211 Walter Brown Drive Albany, GA 31705 Ph: (229) 461-4087 sales@thecfamily.com		CMI, Inc. 1220 Joyner Road Cairo, GA 39828 Ph: (229) 377-8811 cal@cmi.us	
Base Bid								
ITEM NO.	DESCRIPTION	QTY	UNIT	AVG. UNIT PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
-	Supplemental Work Addition	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
-	Cash Allowance (Testing Services)	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
-	Bonds & Insurance	1	L.S.	\$ 13,476.66	\$ 3,500.00	\$ 3,500.00	\$ 23,453.31	\$ 23,453.31
210-0100	Grading - Complete	1	L.S.	\$ 25,542.52	\$ 32,509.03	\$ 32,509.03	\$ 18,576.00	\$ 18,576.00
310-5040	Graded Aggregate Base Course, 4-inch, Including Material	45	S.Y.	\$ 13.30	\$ 14.50	\$ 652.50	\$ 12.10	\$ 544.50
310-5060	Graded Aggregate Base Course, 6-inch, Including Material	1,470	S.Y.	\$ 18.50	\$ 20.50	\$ 30,135.00	\$ 16.50	\$ 24,255.00
402-3121	Recycled Asphaltic Concrete 12.5 mm SuperPave, Group 2 Only, Including Bituminous Material & Hydrated Lime (220 lb/sy)	165	Tons	\$ 160.00	\$ 170.00	\$ 28,050.00	\$ 150.00	\$ 24,750.00
441-0018	Concrete Pavement, 6-inches	45	S.Y.	\$ 108.00	\$ 126.00	\$ 5,670.00	\$ 90.00	\$ 4,050.00
441-0600	Concrete Headwalls, Straight (GDOT Std 1001-B)	0.10	C.Y.	\$ 21,000.00	\$ 32,000.00	\$ 3,200.00	\$ 10,000.00	\$ 1,000.00
441-0104	Sidewalk, 5' wide, 4" thick	3	S.Y.	\$ 193.00	\$ 170.00	\$ 510.00	\$ 216.00	\$ 648.00
636-1033	Highway Signs, Type 1 Material, Reflective Sheeting, Type 9	2	S.F.	\$ 87.50	\$ 125.00	\$ 250.00	\$ 50.00	\$ 100.00
636-2070	Galvanized Steel Posts, Type 7, (14-ft Each)	7	L.F.	\$ 1,262.00	\$ 24.00	\$ 168.00	\$ 2,500.00	\$ 17,500.00
652-0095	Pavemenet Marking, Handicap Symbol, Blue	1	Ea.	\$ 437.50	\$ 800.00	\$ 800.00	\$ 75.00	\$ 75.00
652-5451	High-Build, Solid Traffic Stripe, 5-inch, Blue	120	L.F.	\$ 2.10	\$ 2.20	\$ 264.00	\$ 2.00	\$ 240.00
652-5451	High-Build, Solid Traffic Stripe, 5-inch, White New Parking Lot	650	L.F.	\$ 2.10	\$ 2.20	\$ 1,430.00	\$ 2.00	\$ 1,300.00
652-5451	High-Build, Solid Traffic Stripe, 5-inch, White Old Parking Lot	6,270	L.F.	\$ 2.10	\$ 2.20	\$ 13,794.00	\$ 2.00	\$ 12,540.00
700-9300	Sod, Ds4	170	S.Y.	\$ 9.00	\$ 9.00	\$ 1,530.00	\$ 9.00	\$ 1,530.00
A	6" Cleanout	3	Ea.	\$ 775.00	\$ 800.00	\$ 2,400.00	\$ 750.00	\$ 2,250.00
B	6" Sch 80 Pipe, All Cuts	305	L.F.	\$ 46.86	\$ 48.00	\$ 14,640.00	\$ 45.72	\$ 13,944.60
C	Nynoplast Drainage Structure	1	Ea.	\$ 4,625.00	\$ 3,500.00	\$ 3,500.00	\$ 5,750.00	\$ 5,750.00
D	Downspout Connections	5	Ea.	\$ 875.00	\$ 1,000.00	\$ 5,000.00	\$ 750.00	\$ 3,750.00
E	Concrete Wheelstops	14	Ea.	\$ 262.50	\$ 350.00	\$ 4,900.00	\$ 175.00	\$ 2,450.00
F	6" Steel Bollards	6	Ea.	\$ 900.00	\$ 1,200.00	\$ 7,200.00	\$ 600.00	\$ 3,600.00
Total Construction Costs					\$	177,602.53	\$	179,806.41

Alternate Bid Items to be used at the request of the Owner
Owner reserves right to select Alternate Bid Items in determining the lowest, responsive and responsible bidder for this project.

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on:

Tuesday, June 17th, 2025

Stacy Watkins, P.E., C.A. Reg No.: 26362