

CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made as of the _____ day of June, 2023 by and between:

HABERSHAM COUNTY BOARD OF COMMISSIONERS
130 Jacob's Way
Clarksville, GA 30523
Attn: Alicia Vaughn, County Manager
avaughn@habershamga.com

(hereinafter referred to as the "BOCC"), Owner, a subdivision of the State of Georgia and

Soque Contracting Services, LLC
112 Papa's Trail
Toccoa, GA 30577
Attn: Tim Canup
Email:

(hereinafter referred to as "SCS"), Contractor, a Georgia limited liability company.

for the following Project:

Remodeling and reconstruction of the Election Offices and Voting Precinct located at the Cornelia Ingle's Shopping Center in Cornelia, Georgia as set forth in the Proposals dated May 17, 2023 and June 6, 2023, attached hereto as Exhibit "A" and "B", respectively.

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General and other Conditions), Drawings, Specifications, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Section 3.1 The date of commencement of the Work shall be the date set forth in a notice to proceed issued by the Owner.

Section 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Section 3.3 Substantial Completion

Section 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work by the following date: _____.

Section 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

Section 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Sixty-three Thousand Two Hundred Thirty-five and Zero Cents (\$263,235.00), subject to additions and deductions (1) as provided in the Contract Documents and (2) to account for (a) any increases or decreases in the cost of the work, labor, equipment, materials, or services subject to an addendum hereof approved in writing by Owner and attached hereto as an addendum hereof.

Section 4.2 Allowances, if any, included in the Contract Sum: -

Section 4.3 Liquidated damages: Provision for liquidated damages consistent with Contractor paying Owner \$200.00 per day for each day following the scheduled Substantial Completion Date until Contractor achieves Substantial Completion of the Project shall be an item of negotiation for inclusion in an Addendum setting the Substantial Completion Date.

Section 4.4 Owner shall pay Contractor \$200.00 per day for each day Contractor achieves Substantial Completion of the Project prior to the scheduled Substantial Completion Date.

ARTICLE 5 PAYMENTS

Section 5.1 Progress Payments

Section 5.1.1 An initial payment of \$65,808.75 shall be issued with the Notice to Proceed.

Section 5.1.2 Based upon Applications for Payment submitted to the Finance Department of Habersham County by the Contractor in accordance with Certificates of Percentage Completion

as outlined in the Proposals attached hereto as Exhibit "A", the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Section 5.1.3 The portion covered by each Application for Payment (\$65,808.75) shall be 25% of total Project completion, 50% of total Project completion and 100% of total Project completion.

Section 5.1.4 Provided that an Application for Payment is received by the Finance Department is received by Thursday of any week, the Owner shall make payment of the amount certified to the Contractor not later than the following Wednesday. If an Application for Payment is received after close of business on any Thursday, payment of the amount certified shall be made by the Owner not later than the 14 days after submission.

Section 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Section 5.1.6 In accordance with the General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Section 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work and
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

Section 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay; and
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions.

Section 5.2 Final Payment

Section 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of the

General Conditions and to satisfy other requirements, if any, which extend beyond final payment.

Section 5.2.2 The Owner's final payment to the Contractor shall be made no later than the applicable Wednesday set forth in Section 5.1.4 after final acceptance of the completed Project.

Section 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

Section 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of the General Conditions, the method of binding dispute resolution shall be litigation in the Superior Court of Habersham County, Georgia.

ARTICLE 7 TERMINATION OR SUSPENSION

Section 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Section 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of the General Conditions, then the Owner shall pay the Contractor a termination fee of five percent of the remaining Contract Sum.

Section 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Section 8.2 The Owner's representative:

Mr. Mike Bramlett
Ms. Alicia Vaughn
130 Jacob's Way
Clarksville, GA 30523
mbramlett@habershamga.com
avaughn@habershamga.com

Section 8.3 The Contractor's representative:

Mr. Tim Canup
112 Papa's Trail
Toccoa, GA 30577
Email: _____

Section 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Section 8.5 Insurance and Bonds

Section 8.5.1 The Owner shall purchase and maintain insurance on the Premises in accordance with its Lease terms.

Section 8.5.2 The Contractor shall provide bonds as set forth hereinafter and elsewhere in the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

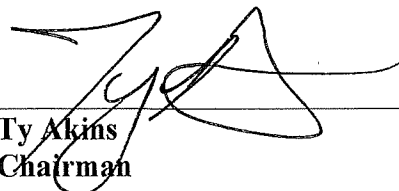
Section 9.1 This Agreement is comprised of the following documents:

- .1 Construction Agreement Between Owner and Contractor and its Exhibits "A" and "B"
- .2 Liability Insurance Policy maintained by Contractor – Exhibit "C"
- .3 Performance Bond by Contractor – Exhibit "D"
- .4 General Conditions of the Contract for Construction – Exhibit "E"

This Agreement entered into as of the day and year first written above.

**HABERSHAM COUNTY BOARD OF
COMMISSIONERS**

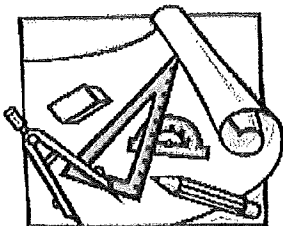
SOQUE CONTRACTING SERVICES, LLC



Ty Atkins
Chairman



Tim Canup
Member



Soque Contracting Services

112 Papa's Trail, Toccoa, GA 30577

Phone: (706) 968-3956

P R O P O S A L

Submitted to: Habersham County Board of Commissioners

Attn:

Job Name: Elections Office & Voting Precinct

Phone:

Location: Cornelia Ingles Shopping Center

Email mbramlett@habershamga.com

Date: May 17, 2023

Proposal for construction & renovations to the old Ingles/Sears building

Framing materials and labor	\$	21,670.00
Electrical materials and labor (this includes the light fixtures, light switches, receptacles, cover plates, re-doing the panel box, etc...bringing everything up to code)	\$	100,872.00
HVAC system materials and labor	\$	39,538.00
Plumbing materials and labor (this does not include toilets, sinks, or faucets)	\$	6,500.00
Drywall materials and labor to hang & finish	\$	14,790.00
Acoustical ceiling materials and labor	\$	41,370.00
Workers Comp and General Liability Insurance	\$	14,565.00

Note: There is a 20% price buffer that has been added to the subcontractor's quotes on this proposal due to the fluctuating cost of materials and due to the suppliers only holding pricing for three days. This means that the prices of materials on their original quotes could go up or down.

Total Estimated Cost \$ 239,305.00

Soque Contracting 10% \$ 23,930.00

NOTES:

This is a cost plus 10% proposal. The total estimated cost should not exceed the proposed amount as long as the work requested is agreed upon to do within a reasonable amount of time. If any unforeseen damages, repairs, or issues arise during construction, work will stop until a solution has been decided upon along with an estimate for the additional cost. These quotes do not include interior windows, doors & trim or hardware, cabinets & counters, plumbing fixtures & faucets, and painting. If needed, I can get these estimates during construction and/or upon request.

TOTAL ESTIMATE \$

263,235.00

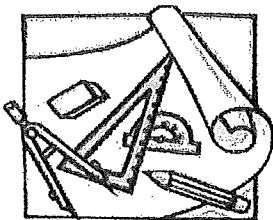
All work to be performed as specified & completed according to standard practices. Any alteration from above estimate involving extra costs will be required to be done via written changeorder, resulting in an amount above this proposal.

Tim Canup

(706) 968-3956

Price quoted good for 30 days

Soque Contracting Services is a licensed and insured Georgia Contractor.



Soque Contracting Services

112 Papa's Trail, Toccoa, GA 30577

Phone: (706) 968-3956

P R O P O S A L

Submitted to: Mike Bramlett

Job Name: Elections Office & Voting Precinct

Location: Cornelia Ingles Shopping Center

Attn:

Phone:

Email: mbramlett@habershamga.com

Date: June 21, 2023

Construction & renovations to the old Ingles/Sears building

Addendum 1 to the Proposal dated May 17, 2023

Required Performance Bond by Contractor for said project as stated in the Construction Contract Between Owner And Contractor Agreement

Article 9 Enumeration Of Contract Documents

Section 9.1

.3 Performance Bond by Contractor - Exhibit "D"

This is to be paid by the Owner at the time that the Notice to Proceed is issued to the Contractor.

Total Amount \$ 7,897.00

PERFORMANCE BOND TOTAL \$

7,897.00

All work to be performed as specified & completed according to standard practices. Any alteration from above estimate involving extra costs will be required to be done via written changeorder, resulting in an amount above this proposal.

Tim Canup

(706) 968-3956

Price quoted good for 30 days

Soque Contracting Services is a licensed and insured Georgia Contractor.