

**SECTION C  
CONSTRUCTION CONTRACT**

FOR  
LOWNDES COUNTY BOARD OF COMMISSIONERS

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_ and between **Lowndes County Board of Commissioners**, hereinafter called the OWNER, and **Chuck Smith and Son Construction, Inc.**, hereinafter called the CONTRACTOR, WITNESSETH, that the parties hereto do mutually agree as follows:

1. The CONTRACTOR shall furnish all permits, labor, materials, tools and equipment to perform all the work shown on the Contract Documents, which include: Drawing CS-1, C-0, C-1, C-2, C-3, S-0, S-1, S-2, S-3, S-4, A-1, A-2, A-3, M-1 and addendum No. 1 Dated 11/28/23 and the Specifications entitled **Francis Lake Warehouse Modifications for Lowndes County Board of Commissioners.**

Prepared by: Crews Engineering, Inc., who is referred to in the Contract Documents as the Engineer. It is the intent of the parties and it is hereby agreed that the CONTRACTOR shall perform all work covered by this contract and the Contract Documents.

2. The performance of this contract shall be commenced ten (10) days after notice to proceed is issued by the OWNER and shall be fully completed within 120 days of contract date, time being of the essence.

3. The OWNER shall pay the CONTRACTOR the sum of \$395,980.00 subject to adjustment by additive or deductive Change Orders. If required, due to conflict with existing buried utilities, add \$1,000 for installation of force main and lift station (owner to supply package e-one lift station). Additionally, if the owner accepts addendum No. 1 in lieu of repairing/ patching existing failing vinyl back roof insulation the contractor shall remove the existing failing insulation and apply spray foam roof insulation at roof for an additional \$1,000.00.

4. The OWNER shall make partial payment to the CONTRACTOR as follows:

On or about the fifteenth (15th) day of each month, ninety (90) per cent of the value of the labor and materials incorporated into the work and ninety (90) per cent of the value of the materials suitably stored at the site of the work, less the sum of all previous payment, upon receipt of an acceptable partial payment request approved by the Engineer. (In accordance with Section 13-10-2 of Georgia Code Annotated.)

5. Final payment under this contract will be due to the CONTRACTOR thirty (30) days after the issuance of the final certificate by the Engineer. The CONTRACTOR agrees that before applying for final payment, he will furnish to the OWNER the Statutory Affidavit, Non-Influence Affidavit, and the warranties and guaranties called for in the specifications.

6. By executing this contract, Contractor certifies that he shall provide a drug-free workplace for his employees and the employees of his subcontractors in accordance with the laws of the State of Georgia. The Contract Documents which form the basis of this contract shall be the plans and specifications as enumerated in project documents, together with the other documents so listed and enumerated, if any, and it is expressly understood that the general conditions contained in the specifications listed below are specifically made a part of this contract.

7. The OWNER and the CONTRACTOR hereby agree to the full performance of the conditions and stipulations contained herein.

Executed as of the day and year first above written.

OWNER: BOARD OF COMMISSIONERS  
LOWNDES COUNTY, GEORGIA

CONTRACTOR:  
CHUCK SMITH AND SON CONSTRUCTION, INC.

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_  
\_\_\_\_\_