



LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Agenda
Commissioners Boardroom

May 12, 2021
4:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **CONSIDERATION OF AGENDA**
- **RESOLUTIONS**
 1. 2021 - 36 - Resolution Setting the Qualifying Fees for Candidates Seeking Election to Certain County Offices (*Elections Supervisor Ashley Peck*)
- **CONTRACTS/AGREEMENTS**
 2. 2021-023 - Oak Grove Roundabout Construction Contract (*Public Works Director Larry Reiter*)
 3. 2021-031 - GA Power Company Utility Relocation Agreement - Oak Grove Roundabout (*Public Works Director Larry Reiter*)
- **OTHER ITEMS**
 4. Special Called Election to Fill a Vacancy on the Board of Commissioners (*Elections Supervisor Ashley Peck*)
- **ADJOURNMENT**



Lumpkin County, Georgia

Election and Voter Registration Department

Date: May 12, 2021

Agenda Item: Resolution Setting the Qualifying Fees for Candidates Seeking Election to Certain County Offices

Item Description: The governing authority of the county must establish the qualifying fee for a Special Election.

Facts Bearing on the Issue/Problem: O.C.G.A. § 21-2-131 states that the governing authority, at least 35 days prior to the special election, shall fix and publish the qualifying fee for each county office to be filled in the Special Election. The code section also addresses how the qualifying fees will be set. For the office of member of the governing authority: 3% of the base salary as established by the local act. (SB 58, Section 1-6 is the local act that establishes the base salary) The county offices that will need the qualifying fees set for 2021 are: • County Commissioner, District 1 Below is the information used to calculate the qualifying fee.

Governing Authority: 3% of the minimum salary established by local act

Office	Post	Minimum Base Salary	Qualifying Fee
County Commissioner	District 1	\$9,600.00	\$288.00

Potential Courses of Action: 1) Set the qualifying fee for County Commissioner, District 1 at \$288.00

Staff Recommendation: Set the qualifying fee for County Commissioner, District 1 at \$288.00

LUMPKIN COUNTY RESOLUTION NO. 2021-36**A RESOLUTION SETTING THE QUALIFYING FEE
FOR CANDIDATES SEEKING ELECTION TO THE
OFFICE OF COUNTY COMMISSIONER, DISTRICT 1**

Whereas, pursuant to the terms of O.C.G.A. § 21-2-131, the governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, and at least 35 days prior to the special primary or election in the case of a special primary or special election, shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election; and

Whereas, a vacancy has occurred in the office of County Commissioner, District 1, which must be filled by a special election;

Now therefore, it is hereby resolved that the qualifying fee for the office of County Commissioner, District 1, to be filled in an upcoming special election shall be \$288.00.

Resolved, adopted and effective this 12th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Works Department

Date:	May 12, 2021
Agenda Item:	Oak Grove Roundabout Construction Contract
Item Description:	Award contract for the construction of the roundabout at Oak Grove and SR 60 Bus.
Facts & Historical Information:	In April 2021, Staff released an invitation to bid for the construction of a roundabout at the intersection of Oak Grove Rd. and SR 60 Bus. On May 6th four bids were received (see attached bid tab sheet). The low bidder was Vertical Earth, Inc. with a bid of \$1,879,326.79. The bid is a unit rate bid and actual total cost will be based on the number of each units installed which could vary from the estimated amount. Also, this bid does not include all costs associated with the roundabout. Additional costs not included in this price include relocation of utilizes (gas, electric, and communications), engineering services provided by Davis and Engineering, and construction of the roundabout lighting. Staff estimates the cost for these items to be approximately \$500,000. This would make the total estimated cost of the project approximately \$2,400,000.
Potential Courses Of Action:	1. Approve the low bid for at a cost of \$1,879,326.79. 2. Do not approve a contract for this project.
Budget Impact:	Funding for this project is included in the TSPLOST work plan and GDOT is also contributing \$750,000 for the project.
Staff Recommendation:	Staff recommends that the BOC approve a contract with Vertical Earth, Inc for the construction of this project. (COA #1).
Attachments:	Vertical Earth bid submittal BID TABULATION



LUMPKIN COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

US 19 BUS/SR 60 BUS AT OAK GROVE RD ROUNDAABOUT

PROJECT #2021-02

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Thursday, May 6, 2021 @ 2:00 P.M., EST

ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.

**LUMPKIN COUNTY BOARD OF COMMISSIONERS
ATTENTION: RYAN MCDUFFIE, PURCHASING AGENT
99 COURT HOUSE HILL, SUITE D
DAHLONEGA, GA 30533**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: April 7, 2021

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)



VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

Company Name: VERTICAL EARTH, INC.

Please indicate you have completed the following documentation; and submit them in the following order

- ☒ Information Form
- ☒ Execution of Proposal Form
- ☒ Bidders Certification
- ☒ Price Proposal Form
- ☒ Bid Bonds
- ☒ Certification and Non-Collusion Form
- ☒ Drug-Free Workplace Form
- ☒ Addenda Acknowledgment Form
- ☒ Georgia's Security and Immigration Compliance Act Affidavit
- ☒ SAVE Affidavit
- ☒ Completed W9

Authorized Signature

CEO

Title

BRETT JOHNSON

Print Name

5/6/21

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)



INFORMATION FORM

1. Legal Business Name VERTICAL EARTH, INC.
2. Street Address 6025 MATT HWY
3. City, State & Zip CUMMING, GA 30028
4. Type of Business: State of Registration: CORPORATION, GEORGIA
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: BRETT JOHNSON, CEO
6. Primary Contact JEFF DUNWIDDIE
7. Phone Fax 770-888-2224 / 678-947-3672
8. E-mail JEFF@VERTICAL-EARTH.COM
9. Company Website VERTICAL-EARTH.COM
10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No ☒

If yes, please state the agency name, dates and reason for debarment.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)



EXECUTION OF PROPOSAL FORM

DATE: 5/6/21

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ☒ That this proposal was signed by an authorized representative of the firm.
- ☒ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☒ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ☒ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Invitation for Bids**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

VERTICAL EARTH, INC.
Business Name

[Signature] 5/6/21
Authorized Signature Date

BRETT JOHNSON
Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

BIDDER'S CERTIFICATION

US 19 BUS/SR 60 BUS AT OAK GROVE ROAD ROUNDAABOUT PROJECT# 2021-002-ITB

Date of Bid 5/6/21

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all terms and conditions stated of this bid document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions included in and made a part of this Bid, and have also personally examined the site of the work. On the basis of the said Scope of Work and Specifications, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that Lumpkin County would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my Bid should be accepted and a Contract tendered me there under and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby, forfeited to Lumpkin County, as liquidated damages as the result of such failure on my part.

I further agree to execute a Contract prepared by Lumpkin County as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish the Bonds as required by the Bid Documents and laws of the State of Georgia. Such bond(s) shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and Lumpkin County.

BIDDER'S CERTIFICATION

BIDDER INFORMATION
 (TYPE OR PRINT)

VERTICAL EARTH, INC.
 NAME OF COMPANY

6025 MATT HWY
 ADDRESS

CUMMING, GA 30028
 CITY, STATE, & ZIP CODE

770-888-2224
 PHONE NUMBER

678-947-3672
 FAX #

58-2299053 OR
 TAX ID NUMBER

NAME AND MAILING ADDRESS
 (WHERE TO SEND PAYMENT)

VERTICAL EARTH, INC.
 NAME OF COMPANY

6025 MATT HWY
 ADDRESS

CUMMING, GA 30028
 CITY, STATE, & ZIP CODE

770-888-2224
 PHONE NUMBER

JEFF@VERTICAL-EARTH.COM
 EMAIL ADDRESS

 SOCIAL SECURITY NUMBER

NAME & TITLE OF PERSON AUTHORIZED TO SIGN
BRETT JOHNSON, CEO
 NAME

TITLE


 SIGNATURE

 SWORN TO AND SIGNED BEFORE ME, A NOTARY PUBLIC, THIS 6 DAY OF May, IN THE
 YEAR 2021. NOTARY PUBLIC IN AND FOR THE COUNTY OF Forrest, STATE OF
Georgia.

NOTARY PUBLIC SIGNATURE AND SEAL:

 MY COMMISSIONER EXPIRES: 10-14-2023


PROPOSALS OR BIDS NOT SIGNED SHALL BE DECLARED
 "NON-RESPONSIVE" AND MAY NOT BE CONSIDERED FOR AWARD.



PRICE PROPOSAL FORM

Company Name: VERTICAL EARTH, INC.

Total Bid: \$1,879,324.79

****Bid Unit Pricing Sheet Must also be Included**

I certify the above bid as all-inclusive and final per document specifications.

	<u>CEO</u>
Authorized Signature	Title
<u>BRETT JOHNSON</u>	<u>CEO</u>
Print Name	Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)



CERTIFICATION AND NON-COLLUSION FORM

I BRETT JOHNSON certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **BID #2021-002 ITB US 19 BUS/SR 60 BUS AT OAK GROVE ROAD ROUNDABOUT** was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.**

I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal.

COMPANY NAME: VERTICAL EARTH, INC.

[Signature] 5/6/21
Authorized Representative (Signature) Date

CEO
Authorized Representative/Title

BRETT JOHNSON
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



DRUG- FREE WORKPLACE FORM

I hereby certify that I am a principle and duly authorized representative of: _____

VERTICAL EARTH, INC.

Whose address is: 6025 MATT HWY CUMMING, GA 30028

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" and have been complied with in full, and
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Signature

Date

5/6/21

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



ADDENDA ACKNOWLEDGEMENT FORM

The vendor has examined and carefully studied the Invitation for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____


Authorized Representative (Signature)

5/6/21
Date

BRETT JOHNSON, CEO
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2, O.C.G.A. §13-10-91 and Chapter

300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Ryan McDuffie
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
Email: ryan.mcduffie@lumpkincounty.gov

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

LUMPKIN COUNTY BOARD OF COMMISSIONERS

SAVE Affidavit

(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

☒ I am a United States citizen; or

☐ I am a legal permanent resident of the United States*; or

☐ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: _____

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

VERTICAL EARTH, INC.
Applying on behalf/Name of associated business

Signature of Applicant

Date

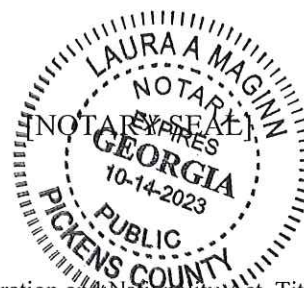
BRETT JOHNSON

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 6 DAY OF May 2021

Notary Public

My Commission Expires: 10-14-2023



*NOTE: O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back)

- ☐ United States passport or passport card
- ☐ United States military identification card
- ☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- ☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- ☒ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Passport issued by a foreign government
- ☐ Free and Secure Trade (FAST) card
- ☐ NEXUS card
- ☐ United States Permanent Resident Card or Alien Registration Receipt Card
- ☐ Employment Authorization Document that contains a photograph of the bearer.
- ☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- ☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

[Page 2 of 2]

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

USA
Georgia
DRIVER'S LICENSE

DL NO: 039564971 DOR 09/21/1976
CLASS C EXP 09/21/2021
BRETT DEXTER
JOHNSON
4525 TWIN LAKES RD
CUMMING, GA 30040-3801
FORSYTH
Restrictions: A End: NO
Iss: 11/13/2013
Sex M Eyes BLU
Hgt 6'-04" Wgt 200
DD: 180116082350041237




Brett

Rev 01/01/2013
www.dls.ga.gov
(678) 413-3400
037
\$32.00

MEDICAL
INFORMATION:
None

1801160823500401



CLASS: C-S 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreation

ENDORSEMENTS: None

RESTRICTIONS: A-None



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

223216
EEV / E-Verify™ Company Identification Number

B
BY: Authorized Officer or Agent
(Contractor Name)

5/6/21
Date

CEO
Title of Authorized Officer or Agent of Contractor

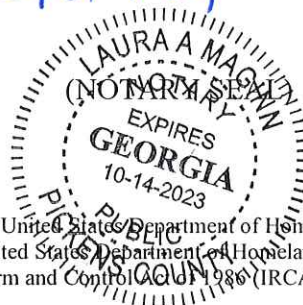
BRETT JOHNSON
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 6 day of May
THE DAY OF 2021

[Signature]
Notary Public

My Commission Expires: 10-14-2023

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-



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Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

Form **W-9**
(Rev. August 2013)
Department of the
Treasury Internal

Request for Taxpayer Identification Number and Certification

Give Form to
the requester.
Do not send to
the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) VERTICAL EARTH, INC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation ☒ Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	Exemptions (see instructions): Exempt payee code (if any) Exemption from FATCA reporting code (if any)
Address (number, street, and apt. or suite no.) 6025 MATT HWY	Requester's name and address (optional)
City, state, and ZIP code CUMMING, GA 30028	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
Employer identification number	
58	- 2299053

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sig n	Signature of U.S. person 	Date ▶ 5/6/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business.

Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Vertical Earth Incorporated
6025 Matt Highway
Cumming, GA 30028

SURETY:

(Name, legal status and principal place of business)

Westport Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Lumpkin County Board of Commissioners
99 Court House Hill, Suite D
Dahlonega, GA 30533

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

US 19 BUS/SR 60 BUS at Oak Grove Road Roundabout - Project #2021-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2021.


(Witness) DAVID TAFT

Vertical Earth Incorporated
(Principal) _____ (Seal)

By: 
(Title)


(Witness) Sandra Lawrence

Westport Insurance Corporation
(Surety) _____ (Seal)

By: 
(Title) Dana D. Rutledge, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint: Dana D. Rutledge

Principal: Vertical Earth Incorporated Bond Number: Bid Bond
Obligee: Lumpkin County Board of Commissioners Bond Amount: See Bond Form
Bond Description: US 19 BUS/SR 60 BUS at Oak Grove Road Roundabout - Project #2021-02

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of May, 2021.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

ITB 2021-002 US 19 BUS SR 60 BUS AT OAK GROVE RD ROUNDABOUT
PRICING SHEET

0100 - Paving and Roadway Items

Line	Item	Quantity	Units	Price	Description	Amount
5	210-0100	1.00	LS	\$ 520,601.18	GRADING COMPLETE - 10016	\$ 520,601.18
10	150-1000	1.00	LS	\$ 50,885.38	TRAFFIC CONTROL - 10016	\$ 50,885.38
15	156-0100	1.00	LS	\$ 5,470.00	GPS DATA COLLECTION AND SUBMITTAL	\$ 5,470.00
20	402-4510	341.00	TN	\$ 162.24	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	\$ 55,323.84
25	402-3190	290.00	TN	\$ 136.89	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$ 39,698.10
30	402-3121	726.00	TN	\$ 119.66	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$ 86,873.16
35	310-1101	2021.00	TN	\$ 32.06	GR AGGR BASE CRS, INCL MATL	\$ 64,793.26
40	413-0750	715.00	GL	\$ 3.81	TACK COAT	\$ 2,724.15
45	402-1812	247.00	TN	\$ 157.17	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$ 38,820.99
50	500-9999	51.00	CY	\$ 239.22	CLASS B CONC, BASE OR PVMT WIDENING	\$ 12,200.22
55	439-0052	356.00	SY	\$ 155.81	PLAIN PC CONC PVMT, CL HES CONC, 10 INCH THK	\$ 55,468.36
60	432-5010	1322.00	SY	\$ 6.85	MILL ASPH CONC PVMT, VARIABLE DEPTH	\$ 9,055.70
65	441-6222	714.00	LF	\$ 18.28	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	\$ 13,051.92
70	441-6745	82.00	LF	\$ 22.46	CONC CURB & GUTTER, 8 IN X 32 IN, TP 9	\$ 1,841.72
75	441-0204	60.00	SY	\$ 52.59	PLAIN CONC DITCH PAVING, 4 IN	\$ 3,155.40
80	441-0108	27.00	SY	\$ 77.97	CONC SIDEWALK, 8 IN	\$ 2,105.19
85	446-1100	852.00	LF	\$ 3.05	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$ 2,598.60
90	621-6200	42.00	LF	\$ 463.30	CONCRETE SIDE BARRIER, TP 2-S	\$ 19,458.60
95	621-6201	50.00	LF	\$ 563.89	CONCRETE SIDE BARRIER, TP 2-SA	\$ 28,194.50
100	621-6202	23.00	LF	\$ 650.32	CONCRETE SIDE BARRIER, TP 2-SB	\$ 14,957.36
105	621-6203	134.00	LF	\$ 714.53	CONCRETE SIDE BARRIER, TP 2-SC	\$ 95,747.02
110	621-6210	66.00	LF	\$ 656.35	CONCRETE SIDE BARRIER, TP 6-S	\$ 43,319.10
115	621-6211	32.00	LF	\$ 660.02	CONCRETE SIDE BARRIER, TP 6-SA	\$ 21,120.64
120	621-6212	39.00	LF	\$ 794.84	CONCRETE SIDE BARRIER, TP 6-SB	\$ 30,998.76
125	621-6213	125.00	LF	\$ 823.31	CONCRETE SIDE BARRIER, TP 6-SC	\$ 102,913.75
270	441-0748	122.00	SY	\$ 45.57	CONCRETE MEDIAN, 6 IN	\$ 5,696.25
280	641-1200	759.00	LF	\$ 29.06	GUARDRAIL, TP W	\$ 22,056.54
285	641-5001	1.00	EA	\$ 1,368.90	GUARDRAIL ANCHORAGE, TP 1	\$ 1,368.90
290	999-5200	20.00	SF	\$ 24.57	DETECTABLE WARNING SURFACE	\$ 491.40
295	634-1200	23.00	EA	\$ 155.00	RIGHT OF WAY MARKERS	\$ 3,565.00
320	648-1550	2.00	EA	\$ 35,165.77	IMPACT ATTENUATOR UNIT, TYPE S - 3-S-14 & 3-B-14	\$ 70,331.54

VENDOR: _____

1

ITB 2021-002 US 19 BUS SR 60 BUS AT OAK GROVE RD ROUNDABOUT
PRICING SHEET

325	641-1100	21.00 LF	\$ 25.35	GUARDRAIL, TP T	\$	532.35
330	641-5008	2.00 EA	\$ 3,396.90	GUARDRAIL ANCHORAGE, TP 8	\$	6,793.80
335	632-0003	6.00 EA	\$ 7,500.00	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	\$	45,000.00
340	456-2015	1.00 GLM	\$ 2,129.40	INDENTATION RUMBLE STRIPS - GROUND-IN-PLACE (SKIP)	\$	2,129.40
345	456-2020	1.00 GLM	\$ 2,129.40	INDENTATION EDGE LINE RUMBLE STRIPS-GROUND IN PLACE	\$	2,129.40
350	456-2022	1.00 GLM	\$ 2,129.40	INDENTATION EDGE LINE RUMBLE STRIPS-GROUND IN PLACE (SKIP)	\$	2,129.40
355	318-3000	50.00 TN	\$ 48.07	AGGR SURF CRS	\$	2,403.50
Paving and Roadway Items Total					\$	1,486,004.38

0200 - Drainage Items

Line	Item	Quantity	Units	Price	Description	Amount
130	500-3800	2.00	CY	\$ 1,227.96	CLASS A CONCRETE, INCL REINF STEEL	\$ 2,455.92
135	500-3900	1.00	CY	\$ 1,686.29	CLASS B CONCRETE, INCL REINF STEEL	\$ 1,686.29
140	550-1180	654.00	LF	\$ 41.97	STORM DRAIN PIPE, 18 IN, H 1-10	\$ 27,448.38
145	550-1181	98.00	LF	\$ 54.58	STORM DRAIN PIPE, 18 IN, H 10-15	\$ 5,348.84
150	668-1100	6.00	EA	\$ 4,514.33	CATCH BASIN, GP 1	\$ 27,085.98
155	668-1110	15.00	LF	\$ 373.16	CATCH BASIN, GP 1, ADDL DEPTH	\$ 5,597.40
160	668-2100	7.00	EA	\$ 3,819.74	DROP INLET, GP 1	\$ 26,738.18
165	668-2110	14.00	LF	\$ 408.65	DROP INLET, GP 1, ADDL DEPTH	\$ 5,721.10
170	668-4300	3.00	EA	\$ 2,945.67	STORM SEWER MANHOLE, TP 1	\$ 8,837.01
175	668-4311	4.00	LF	\$ 327.53	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	\$ 1,310.12
260	603-2181	23.00	SY	\$ 45.18	STN DUMPED RIP RAP, TP 3, 18 IN	\$ 1,039.14
265	603-7000	23.00	SY	\$ 2.67	PLASTIC FILTER FABRIC	\$ 61.41
275	668-4312	18.00	LF	\$ 356.93	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	\$ 6,424.74
480	550-1240	34.00	LF	\$ 55.91	STORM DRAIN PIPE, 24 IN, H 1-10	\$ 1,900.94
Drainage Items Total					\$	121,655.45

0300 - Temporary Erosion Control

Line	Item	Quantity	Units	Price	Description	Amount
400	171-0030	2310.00	LF	\$ 4.06	TEMPORARY SILT FENCE, TYPE C	\$ 9,378.60
405	165-0030	1155.00	LF	\$ 1.68	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$ 1,940.40
410	163-0550	16.00	EA	\$ 237.28	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$ 3,796.48
415	165-0105	16.00	EA	\$ 121.68	MAINTENANCE OF INLET SEDIMENT TRAP	\$ 1,946.88
420	163-0301	1.00	EA	\$ 1,680.00	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$ 1,680.00
425	165-0101	1.00	EA	\$ 800.00	MAINTENANCE OF CONSTRUCTION EXIT	\$ 800.00
430	167-1000	6.00	EA	\$ 253.50	WATER QUALITY MONITORING AND SAMPLING	\$ 1,521.00
435	167-1500	18.00	MO	\$ 507.00	WATER QUALITY INSPECTIONS	\$ 9,126.00

VENDOR: _____

ITB 2021-002 US 19 BUS SR 60 BUS AT OAK GROVE RD ROUNDABOUT
PRICING SHEET

490	165-0310	1.00	EA	\$	350.00	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	\$	350.00			
Temporary Erosion Control Total									\$	30,539.36	
0400 - Permanent Erosion Control											
Line	Item	Quantity	Units	Price Description			Amount				
440	716-2000	4304.00	SY	\$	1.12	EROSION CONTROL MATS, SLOPES	\$	4,820.48			
445	163-0240	7.00	TN	\$	394.45	MULCH	\$	2,761.15			
450	163-0232	3.00	AC	\$	684.45	TEMPORARY GRASSING	\$	2,053.35			
455	700-6910	3.00	AC	\$	1,313.13	PERMANENT GRASSING	\$	3,939.39			
460	700-7000	5.00	TN	\$	532.35	AGRICULTURAL LIME	\$	2,661.75			
465	700-8000	1.00	TN	\$	932.88	FERTILIZER MIXED GRADE	\$	932.88			
470	700-8100	125.00	LB	\$	1.53	FERTILIZER NITROGEN CONTENT	\$	191.25			
475	700-9300	634.00	SY	\$	6.09	SOD	\$	3,861.06			
Permanent Erosion Control Total									\$	21,221.31	
0600 - Signing											
Line	Item	Quantity	Units	Price Description			Amount				
220	636-1033	141.00	SF	\$	18.26	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$	2,574.66			
225	636-1036	68.00	SF	\$	18.71	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$	1,272.28			
230	636-1041	30.00	SF	\$	21.30	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$	639.00			
235	636-1045	35.00	SF	\$	22.41	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	\$	784.35			
240	636-2070	371.00	LF	\$	8.22	GALV STEEL POSTS, TP 7	\$	3,049.62			
245	636-2080	74.00	LF	\$	13.02	GALV STEEL POSTS, TP 8	\$	963.48			
250	636-2090	85.00	LF	\$	8.67	GALV STEEL POSTS, TP 9	\$	736.95			
255	636-3010	1.00	EA	\$	513.09	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	\$	513.09			
Signing Total									\$	10,533.43	
0610 - Pavement Marking											
Line	Item	Quantity	Units	Price Description			Amount				
180	429-1000	9.00	EA	\$	259.59	RUMBLE STRIPS	\$	2,336.31			
185	653-0296	3.00	EA	\$	401.55	THERMOPLASTIC PVMT MARKING, WORD, TP 15	\$	1,204.65			
190	653-1501	2230.00	LF	\$	0.65	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$	1,449.50			
195	653-1502	1308.00	LF	\$	0.65	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$	850.20			
200	653-1804	155.00	LF	\$	2.46	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$	381.30			
205	653-4830	112.00	GLF	\$	3.11	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	\$	348.32			
210	654-1001	66.00	EA	\$	4.94	RAISED PVMT MARKERS TP 1	\$	326.04			
215	653-6006	105.00	SY	\$	4.92	THERMOPLASTIC TRAF STRIPING, YELLOW	\$	516.60			
Pavement Marking Total									\$	7,412.92	

VENDOR: _____

3



Attachment: Vertical Earth bid submittal (2021-023 : Oak Grove Roundabout Construction Contract)

ITB 2021-002 US 19 BUS SR 60 BUS AT OAK GROVE RD ROUNDABOUT
PRICING SHEET

1100 - Contract Utility Relocations

Line	Item	Quantity	Units	Price	Description	Amount
360	660-1205	608.00	LF	\$ 47.16	*SEWER FORCE MAIN, 4 IN, - Size to be verified	\$ 28,673.28
365	D-752-502-01	*20.00	CY	\$ 405.60	D-752-5.02 - STRUCTURAL CONCRETE, PER CUBIC YARD	\$ 8,112.00
370	205-0100	247.00	CY	\$ 96.33	EXCAVATION BELOW GRADE & CRUSHED STONE REFILL	\$ 23,793.51
375	670-1100	*1020.00	LF	\$ 76.56	WATER MAIN, 10 IN	\$ 78,091.20
380	670-2100	3.00	EA	\$ 4,137.12	GATE VALVE, 10 IN	\$ 12,411.36
385	670-4000	1.00	EA	\$ 5,850.78	FIRE HYDRANT	\$ 5,850.78
390	670-4515	14.00	EA	\$ 405.60	*CONCRETE THRUST BLOCK, 10 IN PIPE	\$ 5,678.40
395	670-9727	1.00	EA	\$ 33,700.29	RELOCATE 4 FT X 6 FT CONCRETE VAULT	\$ 33,700.29
Contract Utility Relocations Total						

1300 - Landscaping

Line	Item	Quantity	Units	Price	Description	Amount
300	702-0212	3.00	EA	\$ 456.30	CRATAEGUS VIRIDIS - WINTER KING HAWTHORN	\$ 1,368.90
305	702-0470	63.00	EA	\$ 32.45	ILEX VOMITORIA NANA - DWARF YAUAPON HOLLY	\$ 2,044.35
310	702-9005	71.00	LB	\$ 15.21	SPRING APPLICATION FERTILIZER	\$ 1,079.91
315	702-9025	46.00	SY	\$ 15.21	LANDSCAPE MULCH	\$ 1,155.96
Landscaping Total						

* DENOTES CHANGED ITEM

\$ 1,879,326.79

VENDOR: _____



Bib Opening Tabulation

Project# 2021-002 US 19 BUS SR 60 BUS AT OAK GROVE RD ROUNDABOUT, May 6, 2021 @ 2:10 PM		North GA Concrete		Grizzle Grading & Excavating		CMES, Inc.		Vertical Earth Inc.	
Information Form	✓		✓		✓		✓		✓
Execution of Proposal Form	✓		✓		✓		✓		✓
Bidders Certification	✓		✓		✓		✓		✓
Bid Bonds	✓		✓		✓		✓		✓
Non-Collusion Form	✓		✓		✓		✓		✓
Drug-Free Workplace Form	✓		✓		✓		✓		✓
Addenda Acknowledgment	✓		✓		✓		✓		✓
GA Security and Immigration Compliance Act Affidavit	✓		✓		✓		✓		✓
SAVE Affidavit	✓		✓		✓		✓		✓
W9	✓		✓		✓		✓		✓
Price Proposal Form	2,911,208.50	2,355,022.00	2,460,040.84	1,879,326.79					

Ryan McDuffie
Ryan McDuffie, Purchasing Agent

[Signature]
Witness



Lumpkin County, Georgia

Public Works Department

Date:	May 12, 2021
Agenda Item:	GA Power Company Utility Relocation Agreement - Oak Grove Roundabout
Item Description:	Approve utility relocation agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.
Facts & Historical Information:	On May 7th, Staff received a Relocation Agreement from Georgia Power Company to relocate the power utilities at the proposed Oak Grove and SR 60 Bus intersection roundabout. The cost of this agreement is estimated by Georgia Power to be \$66,756. The relocation of this utility will be required in order to construct the roundabout at this intersection.
Potential Courses Of Action:	1. Approve the agreement 2. Do not approve the agreement
Budget Impact:	Funding for this project is included in the TSPLOST work plan and GDOT is also contributing \$750,000 for the project.
Staff Recommendation:	Staff recommends that the BOC approve the agreement with Georgia Power Company. (COA #1).
Attachments:	SR @ Oak Grove Rd

UTILITY RELOCATION AGREEMENT

PROJECT NAME: SR 9 @ Oak Grove Rd
 PROJECT NUMBER: _____
 GDOT PROJECT NUMBER: L10405

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between **LUMPKIN COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct SR 9 @ Oak Grove Rd (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1 THE WORK

1.1 Company Facilities

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 2 COSTS AND PAYMENT

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is SIXTY-SIX THOUSAND, SEVEN HUNDRED FIFTY-SIX Dollars (\$66,756.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is SIXTY-SIX THOUSAND, SEVEN HUNDRED FIFTY-SIX Dollars (\$66,756.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) SIXTY-SIX THOUSAND, SEVEN HUNDRED FIFTY-SIX Dollars (\$66,756.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of

actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

2.2 **Progress Payments**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

2.3 **Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

Section 4 **DISPUTE RESOLUTION**

4.1 **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations,

equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5 **VERIFICATION**

5.1 **Material Discrepancy**

For purposes of this Section 5, “Verification” means that County has reasonably determined that there is a material discrepancy between Company’s invoiced charges and County’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6 **COUNTY AS PARTY**

County acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 7 **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If County fails to authorize commencement of the Work by May 6, 2022, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company by May 6, 2022, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

Lumpkin County, GEORGIA

By: _____

By: _____

Title: _____

Chairman, Board of Commissioners

Witness: _____

(SEAL)

Notary: _____

(SEAL)

Approved as to Form by:

**Lumpkin County Department of
 Transportation**

Recorded on the Minutes of the County Commission at Minute Book ____, Page ____.

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Centralized Engineering Svcs Manager

Witness: _____

Date: _____

Notary: _____

(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Attachment: SR @ Oak Grove Rd (2021-031 : GA Power Company Utility Relocation Agreement - Oak Grove Roundabout)

Headquarters	:CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H04621
Rep Allow	:No	P.E.	: 7030 01 WR# :
Customer	:CITY OF DAHLONEGA - PI L10405	Job Reference	: 467621
Address	:PI L10405 - SR9 AT OAK GROVE	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	:DAHLONEGA	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	: 0504-1564	Substation	: GOLD MINE
Estimate Name	: LUMPKIN CO - PI L10405	Circuit	: Y3222-10066
Date Last Est	: 05-MAY-2021	Charge Account	: H04621-GP892-300-00000
Engineer	: BOGGS,CHRISTOPHER JAMES	Credit Account	: H04621-GP892-300-99992
Committed Service Date	:	CSS Bill Acct#	:

Job Description : DISTRIBUTION RELOCATIONS FOR NEW ROB AT OAK GROVE RD AND SR 9

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:					\$0
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution	
	\$0	\$0	\$0		\$0
MANHOURS:	Onsite	Travel	Headquarters	Total	
Company	172.48	34.48	17.39		224.35
Contractor	219.57	30.00	15.00		264.57
Total Estimated:					488.92

Labor Multiplier :	1.25	Comment :	ROAD PROJECT			
Travel :	0.00	HQ :	0.00	EOH Labor :	0.00	EOH Matl : 0.00
Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total
Company Labor	\$11,136	\$0	\$0	\$1,009	\$5,527	\$17,672
Contract Labor	\$18,646	\$0	\$0	\$0	\$1,633	\$20,279
Company Material	\$2,870	\$0	\$0	\$0	\$0	\$2,870
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0
Company Equipment	\$5,234	\$0	\$0	\$474	\$2,598	\$8,306
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Engr Supv OH	\$14,018	\$0	\$0	\$0	\$3,611	\$17,629
Subtotal	\$51,904	\$0	\$0	\$1,483	\$13,369	\$66,756
Blanket						\$0
Salvage	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$51,904	\$0	\$0	\$1,483	\$13,369	\$66,756
Total WO Bill :						\$0
Total Net Cost :						\$66,756
Incidental Maint :	\$1,483	Revenue : \$0	Total Ratio : 0.00			
Rate :		Loc Cost : \$0	Local Ratio : 0.00			
TVM Amount :	\$0	CPS Amount : \$0	Sales Tax : \$0	Profit :		\$0
Total Bill Amount :	\$0		EFOC : \$0			

Approvals	Date	Completed By	Date
Auth :			
Close :			

Attachment: SR @ Oak Grove Rd (2021-031 : GA Power Company Utility Relocation Agreement - Oak Grove Roundabout)

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 2.00		Description : Inst Dsgn Volt Num : 25 Inst Op Volt Num : 12 Rmv Dsgn Volt Num : 25 Rmv Op Volt Num : 12 Energized : Y Inaccessible : Y Rock/Swamp : N Est Co ManHour : 64.88 Est Cont ManHours : 16.25					
INSTALL	NONE		FLAGGINGCONTTA10	10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE		OHFLAGTRAFF	1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE		PDDJUMPER3	2	N	PRI DOUBLE DEADEND 3 PH LABOR - VARIOUS CONDUCTOR	
INSTALL	NONE		PNDD3FG8	1	N	PRI-NEUT DBL DEADEND 3 PH W/8 FT FIBERGLAS DE ARM	
INSTALL	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE		PDDJUMPER3	1	N	PRI DOUBLE DEADEND 3 PH LABOR - VARIOUS CONDUCTOR	
REMOVE	NONE		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B -9445)	
TRANSFER	NONE		PN31/02C	150	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-2ACSR)	
*** Work Location : 3.00		Description : Inst Dsgn Volt Num : 25 Inst Op Volt Num : 12 Rmv Dsgn Volt Num : 25 Rmv Op Volt Num : 12 Energized : Y Inaccessible : Y Rock/Swamp : N Est Co ManHour : 38.04 Est Cont ManHours : 97.50					
INSTALL	NONE		DOTCREWMOB	2	N	DOT PROJECTS - CREW MOBILIZATION EXPENSE - USE CONTRACTOR BID - 25MHS	CONTRACTOR BID
INSTALL	NONE		PLCUT	1	N	TOP ANY SIZE POLE TO MAKE SHORTER POLE	
REMOVE	NONE		FLAGGINGCONTTA10	10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
REMOVE	NONE		G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE		LA-1	2	Y	LIGHTNING ARRESTER & CUT-OUT BRKT 1 PH	
REMOVE	NONE		OHFLAGTRAFF	1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
REMOVE	NONE		PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
REMOVE	NONE		PN31/02C	183	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-2ACSR)	
REMOVE	NONE		PNC3	1	N	PRI & NEUTRAL C SUSPENSION 3 PH	
REMOVE	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE		SR11/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR	
REMOVE	NONE		TA15	1	Y	TRANSF ASSY 1 PH 1- 15 KVA 120/240V CPT W/CO & LA BKT & FUSE	

*** Work Location : 3.01		Description :	Inst Dsgn Volt Num : 25 Energized : Y		Inst Op Volt Num : 12 Inaccessible : Y	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 12 Est Co ManHour : 21.47	Est Cont ManHours : 76.44
INSTALL	NONE	FLAGGINGCONTTA10		10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID	
INSTALL	NONE	OHFLAGTRAFF		1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG		
INSTALL	NONE	PL453SG		1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND		
INSTALL	NONE	PN31/02C		118	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-2ACSR)		
INSTALL	NONE	PNT3F		1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B -9445)		
INSTALL	NONE	POLESTAKE		3	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR	DOT SUPPORT	
INSTALL	NONE	SETUP		4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY		
INSTALL	NONE	TW		45	N	TREE WORK – USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW	TREE CONTRACTORS	

*** Work Location : 3.02		Description :	Inst Dsgn Volt Num : 25 Energized : Y		Inst Op Volt Num : 12 Inaccessible : Y	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 12 Est Co ManHour : 20.52	Est Cont ManHours : 20.19
INSTALL	NONE	FLAGGINGCONTTA10		10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID	
INSTALL	NONE	OHFLAGTRAFF		1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG		
INSTALL	NONE	PL453SG		1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND		
INSTALL	NONE	PN31/02C		104	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-2ACSR)		
INSTALL	NONE	PNT3F		1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B -9445)		
INSTALL	NONE	POLESTAKE		3	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR	DOT SUPPORT	
INSTALL	NONE	SETUP		4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY		

*** Work Location : 5.00		Description :	Inst Dsgn Volt Num : 25 Energized : Y		Inst Op Volt Num : 12 Inaccessible : Y	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 12 Est Co ManHour : 27.85	Est Cont ManHours : 16.25
INSTALL	NONE	PLCUT		1	N	TOP ANY SIZE POLE TO MAKE SHORTER POLE		
REMOVE	NONE	CO		1	Y	DISC SW CUTOFF FOR DSRD PRI VOLT		
REMOVE	NONE	FLAGGINGCONTTA10		10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID	
REMOVE	NONE	FLK30		1	N	FUSE LINK FIT ALL TYPE K 30 AMPS		
REMOVE	NONE	G11HIG		2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL		
REMOVE	NONE	OHFLAGTRAFF		1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG		
REMOVE	NONE	PDDJUMPER1		1	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR		
REMOVE	NONE	PL404SG		1	Y	POLE WOOD CCA 40 FT CL 4 W' SECT GND		
REMOVE	NONE	PN11/02C		186	Y	1PH PRI-NEUTRAL (1-1/0ACSR&1-2ACSR)		
REMOVE	NONE	PNDD1		1	N	PRI & NEUTRAL DBL DEADEND 1 PH		

REMOVE	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
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*** Work Location : 5.01		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N	Est Co ManHour : 42.92	Est Cont ManHours : 20.19
INSTALL	NONE	DSALBT	1	Y	DISC SW ASSY 1-100A LB CUTOUT & 1 1 PH T-BRKT	
INSTALL	NONE	FLAGGINGCONTTA10	10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	FLK30	1	N	FUSE LINK FIT ALL TYPE K 30 AMPS	
INSTALL	NONE	G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE	OHFLAGTRAFF	1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PDDJUMPER1	1	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR	
INSTALL	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
INSTALL	NONE	PN11/02C	332	Y	1PH PRI-NEUTRAL (1-1/0ACSR&1-2ACSR)	
INSTALL	NONE	PNDD1	1	N	PRI & NEUTRAL DBL DEADEND 1 PH	
INSTALL	NONE	POLESTAKE	3	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR	DOT SUPPORT
INSTALL	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

*** Work Location : 6.00		Description : Inst Dsgn Volt Num : 25 Energized : Y								
		Inst Op Volt Num : 12 Inaccessible : Y		Rmv Dsgn Volt Num : 25 Rock/Swamp : N		Rmv Op Volt Num : 12 Est Co ManHour : 8.67		Est Cont ManHours : 17.75		
INSTALL	NONE	DISTEASEMENT	1,500	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID***				DOT SUPPORT	
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID				DOT SUPPORT	
INSTALL	NONE	FLAGGINGCONTTA10	10	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*				CONTRACTOR BID	
INSTALL	NONE	G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL					
INSTALL	NONE	OHFLAGTRAFF	1	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG					
INSTALL	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY					

DOT Prior Rights Research PI# L-10405
SR 9 @ Oak Grove Road
Lumpkin County

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database, on the Lumpkin County Tax Assessors website, on GDOT's GEO PI website and on the GSCCCA.org website by Land Lot and Land District, property owners and address. The project is located in Land Lots 852, 853, 898 & 899 of the 12th Land District of Lumpkin County, Georgia, within the City Limits of Dahlonega. Roads involved are Oak Grove Road and SR 9 North Business/US 19 Business/SR 60 Business North.

Distribution Base Map: 0504-1564

Transmission:

No Transmission Lines or Facilities are within the project area.

Distribution:

Locations 2 & 3: Are located Off of Road Right of Way.

Locations 4-6: Are located Off of County Road Right of Way and are covered by and easement obtained from W. O. Reese (PSN# 185287), dated 6/3/31.

Distribution lines and facilities were constructed outside of County Road Right of Way. We found no evidence that the County owned any Right of Way prior to the placement of the reimbursable locations for the distribution lines and facilities in the project area.

EXHIBIT "A"			
Lumpkin County			
SR 9 @ Oak Grove Road			
PI# L-10405			
April 7, 2021			
Work Loc #	Reimb	Non- Reimb	Comments
Sheet 0001			
2	X		Off Road Right of Way
3	X		Off Road Right of Way
4	X		To/ From Location From Location #5
5	X		Off County Road Right of Way and Easement from W. O. Reese (PSN# 185287), dated 6/3/31.
6	X		To/ From Location From Location #5

**GEORGIA POWER COMPANY
RIGHT-OF-WAY EASEMENT**

**PSN# 185287
Locations 4, 5 & 6**

SEQ. NO.

93-425STATE OF GEORGIA, Lumpkin COUNTY.

In consideration of the sum of One (\$ 1.00) Dollars in hand paid by Georgia Power Company, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, W. O. Reese (Name), whose Post Office Address is

Atlanta, Georgia, does hereby grant and convey to said Company, its successors and assigns, the right-of-way for an electric transmission line, located as hereinafter described over and across property owned by the undersigned in Land Lot 898 of the 12th District, of Lumpkin County, Georgia, known as No. 9 of Oak Route

Street or Road, in the City or Town of _____, Georgia; also the right, privilege and easement to go in and upon said tract of land and to construct, operate, maintain and renew upon said right-of-way its lines for transmitting electric current with poles, wires and other necessary apparatus, guy wires, fixtures and appliances; also the right to cut away or trim and keep clear of said transmission lines, all trees, limbs of trees and other obstructions that may interfere with or be likely to interfere with the proper operation and maintenance of said transmission lines; also the right of ingress and egress over said land to and from said transmission lines. The location of the center line of the aforesaid transmission lines being described as follows:

IN WITNESS WHEREOF, the said W. O. Reese has hereunto set his hand and seal, this 3rd day of June, 1931.

Signed, sealed and delivered in presence of:

W. H. Jones Jr.
H. B. Smith
Notary Public.

W. O. Reese (SEAL)

(SEAL)

(SEAL)
Grantors.

PAGE 1 OF 2

C.E.W.O. 5034

DEED BOOK C-1
PAGE 429

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

GEORGIA POWER COMPANY

INTER-OFFICE COMMUNICATION

Athens, Ga.
6-26-31

Mr. W. A. Hammel,
Georgia Power Co.,
Atlanta, Ga.

Dear Sir:

Enclosed please find the original copy of the Right-of-way Easement for a line built on and across the property of W. O. Reese, near Dahlonega, Ga.

This Easement has been recorded in the Lumpkin County Courthouse.

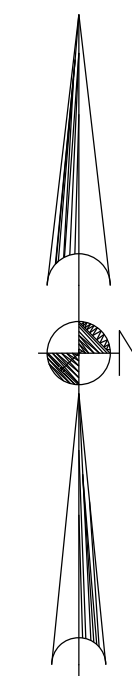
Yours very truly,

J. H. Cone, Jr.
Distribution Engineer.

JHC/c

Encl.

PAGE 2 OF 2



ELECTRONIC
FILE DATE

CONSTRUCTION
REVISION DATE

ENGINEERED BY: CHRIS BOGGS
PROJECT TITLE: SR 9 @ OAK GROVE RD.
PROJECT *:
WORK ORDER #: GP892H04621
REGION: ATHENS AREA
COUNTY: LUMPKIN
MAP REFERENCE: 0504-1564

DATE: FEB. 2021

PI: L10405

HQ: GAINESVILLE

DWG #: 0001





Lumpkin County, Georgia

Election and Voter Registration Department

Date: May 12, 2021

Agenda Item: Special Called Election to Fill a Vacancy on the Board of Commissioners

Item Description: A Special Election will need to be held to fill the vacancy of District 1, Board of Commissioners. A date for that Special Election will need to be chosen so the Election Superintendent can call the Election.

Facts & Historical Information:

Section 1-4 of the enabling legislation for the Board of Commissioners states; In the event a vacancy occurs on the board of commissioners when 90 days or more remain in the unexpired term of office, the election superintendent of Lumpkin County, within 15 days after the vacancy occurs, shall issue the call for a special election to fill the vacancy for the remainder of the unexpired term. Such special election shall be called and conducted as provided in Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," as now or hereafter amended. Any person elected in a special election to fill such a vacancy shall take office immediately upon certification of the results of such special election and qualification.

Opinion of the Attorney General No. 69-514 states that a Special Election to fill a vacancy must be held within a reasonable time, in the absence of a specific time limit.

O.C.G.A 21-2-540 states that a special election to fill a vacancy in a county office shall be held on one of the following dates which is at least 29 days after the date of the call for the Special Election.

2021 eligible dates for a special election would be:

- September 21, 2021
- November 2, 2021

2022 eligible dates for a special election would be:

- March 15, 2022
- May 24, 2022

The Lumpkin County Board of Elections, upon approval of the IGA by the Board of Commissioners and City Council, will be conducting the 2021 City of

Dahlonega Municipal General Election on November 2, 2021.

May 24, 2022 is a scheduled Election Day for Lumpkin County. May 24, 2022 is the date for the Statewide General Primary.

**Potential Courses
Of Action:**

- 1) Hold the Special Election on September 21, 2021.
- 2) Hold the Special Election in conjunction with the November 2, 2021 City of Dahlonega Municipal Election.
- 3) Hold the Special Election on March 15, 2022.
- 4) Hold the Special Election on May 24, 2022 in conjunction with the Statewide General Primary.

Budget Impact:

Holding the Special Election on September 21, 2021: The County would pay the full cost of holding the election, but the cost for conducting a special election was included in the 2021 budget.

Holding the Special Election on November 2, 2021: The County could split the cost of the Special Election with the City of Dahlonega.

Holding the Special Election on March 15, 2022: The County would pay the full cost of holding the election.

Holding the Special Election on May 24, 2022: There would be no additional cost to the county as May 24, 2022 is the scheduled statewide General Primary Election and the Special Election could be held in conjunction with the Primary Election.

Staff Recommendation:

Hold the Special Election on November 2, 2021.