



# Lumpkin County, Georgia

## Planning Department

25 SHORT STREET SUITE 10, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

May 12, 2015

Terry Gable  
Ga. Dept. Of Transportation  
Office of Local Grants—17<sup>th</sup> Floor  
600 West Peachtree Street NW  
Atlanta, Georgia 30308

Dear Terry,

Attached you will find a package for the request of funds on Seven Mile Hill Road in Lumpkin County. The package includes:

- 1- The LMIG Application
- 2- LMIG Project Report
- 3- Pricing Sheet with the Total Construction Cost
- 4- Contract of a recent Bid for LMIG that I have extended the prices to this project.
- 5- Needs Rating Sheet.

The contract was advertised the proper amount of time and bids opened on March 3<sup>rd</sup> of this year. The work has not begun on the project yet, so therefore we are able to extend this contract to include seven mile hill road. The traffic control item was calculated on a per mile basis. I divided the total lump sum bid by the miles in the contract and came up with a per mile quote. All other bids are as in the contract.

I hope this is acceptable to you and if so we can go ahead and get this project completed with the rest of our LMIG projects. If additional information is needed please don't hesitate to contact me.

Sincerely,

Charles Trammell, Special Projects Manager  
Lumpkin County  
706-300-6444

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2015  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: MAY 12, 2015

Name of local government: Lumpkin County

Address: 99 Courthouse Hill, Suite A, Dahlonega, GA. 30533

Contact Person and Title: Charles Trammell, Special Projects Manager

Contact Person's Phone Number: 706-300-6444

Contact Person's Fax Number: 706-867-7272

Contact Person's Email: Charles.Trammell@LumpkinCounty.Gov

Is the Priority List attached? yes

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, Chris Dockery (Name), the Chairman (Title), on behalf of Lumpkin County (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2015**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print)  
Mayor / Commission Chairperson  
\_\_\_\_\_  
(Date)

SEAL:

\_\_\_\_\_  
E-Verify Number

Sworn to and subscribed before me,

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
In the presence of:

NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

**FOR GDOT USE ONLY**

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_ Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Terry L Gable  
Local Grants Administrator



## Lumpkin County Pricing Sheet

Date: MAY 12, 2015

Contract ID: 2015-002-ITB

Project: LMIG-03-(187)-LUMP

LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS / CTS	DOLLARS / CTS
0005	150-3110 Traffic Control for LMIG-03	1	Lump Sum 12,190.10	12,190.10
0010	402-1812 Recycled Asphalt Concrete Leveling including Bitum Material and H Lime	750	Ton 74.20	5,5650.00
0015	402-3129 Recycled Asphalt Concrete 12.5 MM Super Pave Gp2 only including Bitum Matl. and H Lime	2600	Ton 68.12	177,112.00
0020	413-1000 Bitum Tack Coat	27.88	Gallon 4.28	11,932.64
0030	652-2501 Solid Traffic Stripe, 5" White	4.8	LM 395.00	1896.00
0035	652-2502 Solid Traffic Stripe, 5" Yellow	4.8	LM 395.00	1896.00
0040	652 Skip Traffic stripe 5" White	.3	GLM 200.00	60.00
0045	652 Skip Traffic stripe 5" Yellow	.3	GLM 200.00	60.00
<b>Total Bid Amount:</b>				<b>\$260,996.74</b>

**CONTRACT FOR  
 ASPHALT PATCHING LEVELING AND RESURFACING OF COUNTY  
 ROADS PROJECT #2015-002-ITB LMIG-03-(187)LUMP**

This agreement is made and entered into between the governing authorities of Lumpkin County, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**A. Summary of Work and Payment:**

1. Contractor shall perform leveling and resurfacing with asphalt concrete of the county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work shall be done in accordance with the 2009 State of Georgia Standard Specifications and by the Special Provisions contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 210 calendar days from the day the Notice to Proceed is issued.
3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.
4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub- contractor or personnel is unsatisfactory.
5. Contractor shall be paid for work performed under this Contract on a unit price

0005	150-3110 Traffic Control for LMIG-03	1	Lump Sum	38,697.53
0010	402-1812 Recycled Asphalt Concrete Leveling including Bitum Material and H Lime	500	Ton	74.20
0015	402-3129 Recycled Asphalt Concrete 12.5 MM Super Pave Gp2 only including Bitum Matl. and H Lime	6916	Ton	68.12
0020	413-1000 Bitum Tack Coat	4900	Gallon	4.28
0030	652-2501 Solid Traffic Stripe, 5" White	9.6	LM	395.00
0035	652-2502 Solid Traffic Stripe, 5" Yellow	9.6	LM	395.00
0040	652 Skip Traffic stripe 5" White	0.5	GLM	200.00
0045	652 Skip Traffic stripe 5" Yellow	0.5	GLM	200.00

Payment shall be made according to the terms contained in the Invitation to Bid.

**B. Bonds:**

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

**C. Liability:**

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

**D. Insurance:**

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

**E. Assignment of Contractual Rights and Subcontracting:**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

**F. Indemnity:**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**G. Documents Deemed Part of Contract:**

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued January 30, 2015, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

**H. Severability:**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**I. Dispute Resolution:**

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

**J. Cancellation:**

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

**K. Safe Working Environment and Drug Free Workplace**

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Subcontractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**L. Amendments or Modifications:**

All contract amendments or modifications must be in writing and signed by all parties.

**M. Notices:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service, fax transmission, or,
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

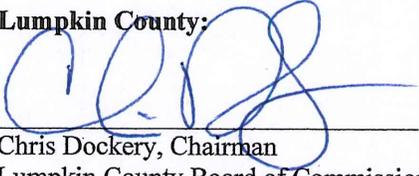
Colditz Trucking Inc  
411 Bill Donaldson Circle  
Blairsville, GA 30512

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners  
Attn: Stan Kelly, County Manager  
99 Courthouse Hill, Suite H  
Dahlonega, GA 30533

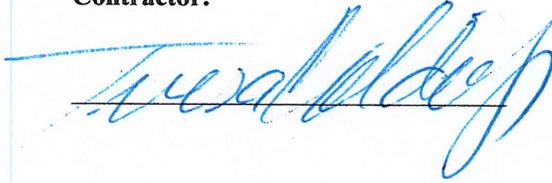
This Contract is made and entered into this 18th day of March, 2015.

**Lumpkin County:**



Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

**Contractor:**



Attest:



Kathleen Walker  
Lumpkin County Clerk

## Lumpkin County Pricing Sheet

Date: <u>3/3/2015</u>				
Contract ID: 2015-002-ITB				
Project: LMIG-03-(187)-LUMP				
LINE NO	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE DOLLARS/ CTS	DOLLARS/ CTS
0005	150-3110 Traffic Control for LMIG-03	1	Lump Sum	28,697.53
0010	402-1812 Recycled Asphalt Concrete Leveling including Bitum Material and H Lime	500	Ton 74.20	37,100.00
0015	402-3129 Recycled Asphalt Concrete 12.5 MM Super Pave Gp2 only including Bitum Matl. and H Lime	6916	Ton 68.12	471,117.92
0020	413-1000 Bitum Tack Coat	4900	Gallon 4.28	20,972.00
0030	652-2501 Solid Traffic Stripe, 5" White	9.6	LM 395.00	3,792.00
0035	652-2502 Solid Traffic Stripe, 5" Yellow	9.6	LM 395.00	3,792.00
0040	652 Skip Traffic stripe 5" White	0.5	GLM 200.00	100.00
0045	652 Skip Traffic stripe 5" Yellow	0.5	GLM 200.00	100.00
Total Bid Amount:				\$ 565,671.45

GEORGIA DEPARTMENT OF TRANSPORTATION  
LMIG RESURFACING RATING

COUNTY: <u>Lumpkin</u>		FIELD DIST:	
CITY		RATED BY	
PRI. NO. <u>3</u>		ADT: <u>**</u>	
LIST DATE :		ESTIMATED COST:	
NEEDS NO.: <u>1</u>		\$ <u>/</u>	
PROJECT DESCRIPTION		EXISTING ROAD	
CO. ROAD NUMBER: <u>15</u>		CONDITION: <u>POOR</u>	
NAME OF ROAD: <u>Seven Mile Hill Road</u>		SURF. TYPE: <u>Asphalt</u>	
BEGINNING AT : <u>SR60</u>		PROPOSED CONSTRUCTION	
ENDING AT : <u>Martin Ford Rd.</u>		<u>Level + Top with a total</u>	
PROJECT LENGTH (MILES)/WIDTH (FEET) PAIRS		<u>OF 210 Lbs/sq yd Asphalt Conc.</u>	
1: <u>2.4</u> / <u>22</u>	4: <u>/</u>	DIST. REVIEW DATE:	
2: <u>/</u>	5: <u>/</u>	CONTRACT TYPE:	
3: <u>/</u>	6: <u>/</u>		
STRIPING REQUIREMENTS: <u>CENTERLINE</u>		<u>EDGE OF PAVEMENT</u>	
LANE MARKINGS			

	TYPE OF DISTRESS	(CIRCLE APPROPRIATE SCORE FOR EACH CONDITION) PAVEMENT CONDITION				
		Very Good	Good	Fair	Poor	Very Poor
Houses = _____	TRANSVERSE CRACKING	0	2	④	6	8
Churches x 5 = _____	LONGITUDINAL CRACKING	0	2	④	6	8
Business x 5 = _____	ALLIGATOR CRACKING	0	3	6	⑨	12
= _____	PATCHING OR POTHoles	0	2	4	⑥	8
Schools x 15 = _____	RUTTING	0	1	2	③	4
Industry x 15 = _____	EDGE RAVELING	0	1	②	3	4
= _____	ROUGHNESS	0	1	②	3	4
	OXIDATION	0	1	2	3	4
	BLEEDING	0	1	2	3	4
	MISSING STONE	0	1	2	3	4
<b>Total</b> _____ x 5 = _____ **	<b>TOTAL PAVEMENT CONDITION SCORE:</b>	<b>30</b>				

COMMENTS: Level with 45 lbs of 9.5 mm  
and top with 165 lbs of 12.5 mm.

DATE: May 24, 2015