

**Board of Commissioners  
Agenda Item Transmittal Form  
Procurement/Contract Transmittal Form**

**RECEIVED**  
OCT 03 2024  
BY: *Purchasing*



<b>Type of contract:</b> 1 year <input type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input checked="" type="checkbox"/>		<b>Contract #:</b> <b>BOC Approval Date:</b>
<input type="checkbox"/> <b>Submission Information</b>		<input type="checkbox"/> <b>Vendor Information</b>
<b>Contact Name:</b> Andrew Hammer <b>Department:</b> General Services  <b>Project Title:</b> JAC - Judicial Administrative Complex  <b>Funding Account Number:</b> 352-1565-541305-11 <i>10/30</i>  <b>Contract amount:</b> \$70,758.58 <b>Contract Type:</b> Goods ( ) Services (x) Labor ( ) <b>Contract Action:</b> New (x) Renewal ( ) Change Order ( ) <b>Original Contract Number:</b>		<b>Vendor Name:</b> Georgia Power Company  <b>Address:</b> 5195 B-Minola Drive <b>Address:</b> Lithonia GA 30038 <b>Email:</b> CJROMNRO@@SOUTHERNCO.COM  <b>Phone #:</b> 470-936-5119 <b>Contact:</b> Clelia J. Roman Rolon  <b>Term of contract:</b> 1 Year
<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Sykes</i> <b>Signature:</b> <i>Michelle Sykes</i> <b>Date:</b> 10/30/2024		<b>Procurement Manager Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. <b>Signature:</b> <i>Jena Malone</i> <b>Date:</b> 10/8/24

**Detailed Summary of Contract:**

To build the Judicial Administrative Complex, the overhead power lines along Pine Street need to be relocated underground. This is the second of four areas that GA Power needs to address for the project. The first area was Court St which the Board has previously approved and there will be two future areas for Milstead Ave and Main St. General Services recommends award of this contract.

**Department Head/Elected Official Signature:**

**Date:**

*[Signature]*

9/25/24

2024-548

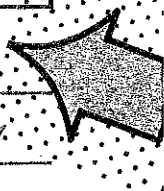
Georgia Power Company ("GPC") and "Customer" identified below (the "Parties" or individually, "Party"), in consideration of the mutual promises described here, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each Party acknowledges, and intending to be legally bound, agree:

1. **Services.** At Customer's request, GPC will perform the services described in the attached Quote/Invoice at the site indicated ("Site"), subject to these terms and conditions ("Services"). Customer grants to GPC, its representatives, and contractors a right of access to the Site for any Services activity. If necessary, Customer will grant, or cause the Site owner to grant, to GPC, at no cost to GPC, an easement substantially in GPC's standard form and acceptable to GPC. GPC, in its sole discretion, will determine Services time, date, and method, as well as any safety, security, technical, or operational issue. If coordination with another utility is required for Services completion, Customer must coordinate with the utility; GPC cannot move, remove, or modify another utility's facility and GPC is not responsible for any delay caused by another utility.
2. **Invoice Amount.** Before GPC performs the Services, Customer will pay GPC the "Invoice Amount" shown. If the scope of work changes, or if an unforeseen condition, suspension, or other event for which GPC is not responsible materially affects cost of the Services, the Invoice Amount may change; the Parties must agree in writing to the revised scope and, if applicable, revised Invoice Amount. GPC, at its option, may stop performance pending the revised agreement and payment.
3. **Relationship.** GPC enters into this agreement in its capacity as provider of electric distribution service to the Site and as a regulated electric utility. GPC will remain the legal owner and sole operator of GPC's electric facilities, including all equipment and materials installed as part of the Services. GPC is not responsible for the physical condition or safety of the Site. Customer will cooperate and take action as necessary to facilitate the Services. Customer must not tamper with or move any GPC facilities at the Site, nor allow anyone other than an authorized GPC representative to do so.
4. **Indemnity; Insurance.** To the fullest extent allowed by applicable law: (i) Customer will indemnify, release, hold harmless, and defend (if requested by GPC) GPC from or against any claim, loss, damage, fine, expense (including reasonable attorneys' fees and costs of litigation), or action of any kind asserted against or incurred by GPC or a GPC affiliate in any way associated with this agreement or the Services, except that Customer is not liable if a claim was caused by the sole negligence of, or to the extent caused by the reckless or intentional act of, GPC or a GPC affiliate; (ii) Customer waives, and will require its insurers to waive, a right of subrogation against GPC under workers' compensation or other insurance maintained by Customer; and (iii) GPC will be named an additional insured under any insurance applicable to the project or operations of Customer for which GPC is performing the Services.
5. **Damages.** Customer accepts the risk of periodic interruption of electric service and agrees that such an interruption is not a breach of this agreement and does not give rise to any Customer claim or right of set-off. **Neither Customer, nor anyone claiming through Customer, is entitled to compensation from GPC for consequential, special, indirect, incidental, punitive, loss of business reputation, or loss of use damages (including loss of revenue, profits, or tax benefit) in connection with the Services or arising from damage or delay involving the Services or from interruption of electric service, whether or not reasonable, foreseeable, contemplated, or avoidable. GPC makes no representation, covenant, or warranty (including warranty of merchantability, fitness for a particular purpose, or non-infringement) regarding the Services, Site electric service, or GPC's electric system.**
6. **Interpretation.** This agreement begins when signed by both Parties and terminates at the later of the date that: (i) GPC completes the Services; or (ii) all payments due under this agreement are made. This agreement, including each attached or referenced document, is the Parties' entire agreement regarding the Services and supersedes any prior document or discussion. This agreement does not affect any other agreement between the Parties; if there is a conflict with any retail electric service tariff/contract, the tariff/contract controls. No waiver of a default in one instance constitutes a waiver of another default. Only a written amendment signed by each Party's authorized representative can modify this agreement. Georgia law governs this agreement; the Parties will resolve any dispute or claim in a state or federal court in Georgia. The Parties may exchange counterparts of this agreement by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file) attachment to email; a facsimile or scanned signature is an original signature for all purposes.

Distribution Work Order #	GP841M01724	Customer Name	Board of Education Conversion
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**Georgia Power Company**  
 Signature *Christina Roman Polaris*  
 Name Printed Christina J. Roman Polaris  
 Date September 10<sup>th</sup>, 2024

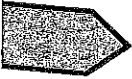
Signature X  
 Name Printed Osborn Neibeth Jr.  
 Title Chairman  
 Date \_\_\_\_\_



Signatures Continue On Next Page

**~SIGNATURE SECTION CONTNUED FROM PREVIOUS PAGE~**

ATTEST:



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Jennifer Rutledge, Executive Director/County Clerk

APPROVED AS TO FORM:

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M. Qader A. Baig, County Attorney



GEORGIA POWER COMPANY  
 5195 B-Minola Drive  
 Lithonia, GA 30038-2307

**QUOTE**

Reference # 2526724  
 Work Order GP841M01724

Date: Sep 11, 2024

ROCKDALE BOARD OF EDUCATION CONVERS  
 960 PINE ST  
 CONYERS, GA 30012

Business Description	Amount
RELOCATION/ADJUSTMENT FACILITIES: OVERHEAD TO UNDERGROUND CONVERSION FOR ROCKDALE BOARD OF EDUCATION CONVERS @ 960 PINE ST Contact: ROMÁN ROLÓN, CLELIA JOSÉ 470-936-5119 Office, CJROMNRO@SOUTHERNCO.COM	\$70,758.58
<b>TOTAL INVOICE AMOUNT</b>	<b>\$70,758.58</b>

**REMINDERS**

- Payment must be received before the work can be scheduled. Please allow at least two weeks for construction to begin after payment is received.
- This Quote is good until 12/10/2024, 90 days from when the quote was calculated on 09/11/2024.