



Hart County Board of November 11, 2025
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
10/28/2025 Regular Meeting
11/05/2025 Called Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
Transfer Station Repair Closure
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Bid Award for Construction Manager at Risk Transfer Station Building
 - b) Town of Bowersville Annexation of Parcel C16 034 (rec. 10/6/25)
 - c) Chamber of Commerce Christmas Tree Lighting
- NEW BUSINESS
 - a) Board Appointment Library Board
 - b) Veterans Day Proclamation
 - c) Annexation Moratorium Discussion
13. PUBLIC COMMENT
14. EXECUTIVE SESSION – Litigation – Personnel - Real Estate
15. ADJOURNMENT

HART COUNTY BOARD OF COMMISSIONERS
October 28, 2025
6:00 P.M.

Hart County Board of Commissioners met October 28, 2025 at the Hart County Administrative and Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown and Joey Dorsey present at the meeting.

1. PRAYER

Prayer was offered by Commissioner Dorsey

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL TO ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

Chairman Sayer welcomed those in attendance via in person, HTC and YouTube.

5. APPROVE AGENDA

Commissioner Dorsey moved to amend and approve the agenda to remove item 12b) City of Hartwell Annexation of Parcel I57F 010 (rec. 9/24/25) and move item 13a) Oglethorpe Prisoner Housing Jail Contract to 8 Reports by Constitutional Officer & Department Heads. Commissioner Teasley provided a second. The motion carried 5-0.

6. APPROVE MINUTES OF PREVIOUS MEETING(S)

10/14/2025 Regular Minutes

10/23/2025 Called Meeting Minutes

Commissioner Bennett moved to approve the 10/14/2025 Regular Meeting Minutes. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

Commissioner Brown moved to approve the 10/23/2025 Called Meeting Minutes. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES

8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS

Oglethorpe Prisoner Housing Jail Contract

Chairman Sayer moved to approve the Oglethorpe Prisoner Housing Jail Contract. Commissioner Dorsey moved to amend the motion to add a 90-day cancellation cause to the contract. Commissioner Brown provided a second. The motion carried 5-0.

9. COUNTY ADMINISTRATOR'S REPORT

County Administrator Terrell Partain announced that the Transfer Station would be closed on the second weekend of November for maintenance and repairs.

10. CHAIRMAN'S REPORT

None

11. COMMISSIONERS' REPORTS

Commissioner Teasley thanked the Public Safety and all County employees.

Commissioner Brown reminded everyone that all the polls will be open next Tuesday and encouraged them to vote on the Public Service Commission and thanked all employees involved in the elections office.

Commissioner Dorsey stated that the Public Service Commission regulates power rates and other utilities.

12. OLD BUSINESS

a) Public Works Director Job Description

Commissioner Dorsey moved to approve the Public Works Director Job Description with changes. Commissioner Brown provided a second. The motion carried 5-0.

Commissioner Dorsey moved to authorize County Administrator, Terrell Partain, to begin advertising for the Public Works Director position with a target start date of January 1. Commissioner Brown provided a second. The motion carried 5-0.

b) City of Hartwell Annexation of Parcel I57F 010 (rec. 9/24/25)

Removed from Agenda

c) Bid Opening for Project Manager at Risk Transfer Station Building

Commissioner Dorsey moved to turn the bids over to County Administrator for his review and recommendation. Commissioner Teasley provided a second. The motion carried 5-0.

d) Bid Opening Fire Department Tanker

Commissioner Dorsey moved to extend the Fire Department Tanker bid for 30 days. Commissioner Brown provided a second. The motion carried 5-0.

13. NEW BUSINESS

a) Oglethorpe Prisoner Housing Jail Contract

Moved to Item 8.

b) Patrick Guarnella Preliminary Level III Subdivision Approval C30 070 002 Airline School Rd

Commissioner Dorsey moved to approve the Patrick Guarnella Preliminary Level III Subdivision C30 070 002 Airline School Rd. Commissioner Bennett provided a second. The motion carried 5-0.

14. PUBLIC COMMENT

Janet Bridges of the John Benson Chapter DAR came before the Board to request that the Board permit the John Benson Chapter to name an existing tree in front of the Nancy Hart monument Hart County's Liberty Tree and install a dedication plaque as a part of their 250-year American anniversary celebration.

Chairman Sayer moved to approve the request. Commissioner Teasley provided a second. The motion carried 5-0.

15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate

Commissioner Dorsey moved to exit the Regular Meeting and go into Executive Session – Litigation – Personnel - Real Estate. Commissioner Teasley provided a second. The motion carried 5-0.

Commissioner Bennett moved to exit Executive Session – Litigation – Personnel - Real Estate and reconvene the Regular Meeting. Commissioner Teasley provided a second. The motion carried 5-0.

Commissioner Dorsey moved to change Addressing/Permitting/Road Department Scheduler to pay grade 18 with an updated job description. Commissioner Bennett provided a second. The motion carried 5-0.

16. ADJOURNMENT

Commissioner Dorsey moved to adjourn the meeting. Commissioner Brown provided a second. The motion carried 5-0.

Marshall Sayer, Chairman

Lisa Evans, County Clerk

DRAFT



Hart County Board of Commissioners
Called Meeting Wednesday November 5, 2025, at 12:00
Noon at the Administrative and Emergency Services
Building

1. Tax Year 2025 Countywide Millage Rates Adoption (PT-35)
2. City of Hartwell Annexation of Parcel I57F 010 (rec. 9/24/25)
3. Other Items As Time Allows

HART COUNTY BOARD OF COMMISSIONERS

November 5, 2025

12:00 P.M.

Hart County Board of Commissioners met November 5, 2025 at the Hart County Administrative and Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown and Joey Dorsey present at the meeting.

Chairman Sayer called the meeting to order.

Commissioner Teasley moved to approve the agenda. Commissioner Bennett provided a second. The motion carried 5-0.

1. Tax Year 2025 Countywide Millage Rates Adoption (PT-35)

Commissioner Bennett moved to adopt the Tax Year 2025 Countywide Millage Rates (PT-35). Commissioner Brown provided a second. The motion carried 5-0.

2. City of Hartwell Annexation of Parcel I57F 010 (rec. 9/24/25)

Commissioner Dorsey moved to authorize County Administrator and County Attorney to notify DCA of the Boards objection of the Annexation of Parcel I57F 010 and their intention to go into arbitration based off of density. Commissioner Brown provided a second. The motion carried 5-0.

3. Other Items As Time Allows

None

Commissioner Teasley moved to adjourn the meeting. Commissioner Brown provided a second. The motion carried 5-0.

Marshall Sayer, Chairman

Lisa Evans, County Clerk



Terrell Partain,
County Administrator
November 7, 2025

RE: Item 12 A Bid Award for Construction Manager at Risk Transfer Station Building

Attached are the two bids we received for construction of the transfer station building. These bids were evaluated and ranked by our Architect for capabilities, quality of work and pricing. Both companies ranked high in both capabilities and quality of work. The deciding factor was the price. Our recommendation is to award the project to Charles Black Construction Inc.



Charles Black Construction Company, Inc.
P.O. Box 960
Cleveland, GA 30528
(706) 865-3155 Phone (706) 865-7032 Fax

Letter of Transmittal

TO: Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643

DATE: October 23 2025
ATTENTION: Jean Teasley
Administrative Assistant
REGARDING: Construction Professional Services

WE ARE SENDING YOU

The following items:	☐ Samples	Under Separate Cover VIA:
☒ Attached	☐ Specifications	
☐ Shop Drawings	☐ Prints	Change Orders:
☐ Copy of Letter		

COPIES	DATE	DESCRIPTION
2	10/23/2025	One Original and One Copy of Proposal Form
1	10/23/2025	Bid Bond (AIA A310)
2	10/23/2025	One Original and One Copy of CBCC Minimum Qualification Book, Including Contractor Affidavit & Non-Collusion Affidavit

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Approval	☐ Approved as Submitted	☐ Copies for Approval
☐ For You Use	☐ Approved as Noted	☐ Copies for Distribution
☐ As Requested	☐ Returned for Correction	☐ Corrected Prints
☒ For Review & Comments	☐ Resubmit	☐ Submit

For Bids Due:

REMARKS:

COPY TO: File

SIGNED: Lauren Adams

If received this in error please contact Charles Black Construction at (706) 865-3155.
"Safe, Dependable, On-Time & In Budget"

ORIGINAL

SECTION 00 03 00

PROPOSAL FORM

Proposer submits the following lump sum/unit prices for the Hart County Solid Waste Transfer Station

Proposal submitted by: *(hereinafter referred to as "PROPOSER")*

Charles Black Construction Company, Inc.

(Name of Contractor)

Hart County Board of Commissioners *(hereinafter referred to as "OWNER")*

800 Chandler Street

Hartwell, GA 30643

Gentlemen:

The PROPOSER by making a proposal represents that the following have taken place:

- The PROPOSER has read and understands the proposal documents and the proposal is made in accordance therewith.
- The PROPOSER has read and understands the proposal or contract documents to the extent that such documentation relates to the work for which the proposal is submitted and to other portions of the project, if any, being proposed concurrently or presently under construction.
- The PROPOSER has visited the site, become familiar with conditions of the site under which the work is to be performed, and has correlated the PROPOSER'S personal observations with the requirements of the proposed contract documents.
- The PROPOSAL is based upon the materials, equipment, and systems required by the proposal documents without exception.
- The PROPOSER has studied and compared the proposal documents with each other and has reported to the planner any errors, inconsistencies, or ambiguities discovered.
- The PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of OWNER and to fully complete the project within the Contractor's stipulated calendar days from the date of the written Notice to Proceed.
- The PROPOSER acknowledges receipt of the following addenda:

ADDENDUM NO.	DATE RECEIVED
One (1)	10/09/2025

- The PROPOSER understands that the OWNER reserves the right to reject any or all proposals and to waive any informalities in the proposal process.

- The PROPOSER agrees that their proposal shall be binding and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

A. LUMP SUM PRICE

(\$ 1,865,790.00)

One Million, Eight Hundred and Sixty-Five Thousand, Seven Hundred and Ninety Dollars and Zero Cents (Dollars & Cents)

B. UNIT PRICES

Unit Prices are provided in accordance with Unit Prices, Section 01 27 00, of the Specifications. The pricing below fully implements the work described.

Schedule of Unit Prices/Allowances:

Unit Prices shall be included for the following items and must be included in the LUMP SUM PRICE.

ITEM	UNIT	COST/UNIT	ALLOWANCE
Unit Price No. 1 – Unsuitable Material: Removal and disposal off-site of unsuitable materials. Removal must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 1,500 cubic yards of removal and disposal off-site of unsuitable materials in the base bid price in addition to what is required to achieve design grades.	1,500 CY	<u>13</u> /CY	\$ <u>19,500</u>
Unit Price No. 2 – Mass Rock: Excavate, haul off-site and dispose of mass rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 20 cubic yards of excavation, haul off-site and disposal of mass rock in the base bid price.	20 CY	<u>285</u> /CY	\$ <u>5,700</u>
Unit Price No. 3 – Trench Rock: Excavate, haul off-site and dispose of trench rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 10 cubic yards of excavation, haul off-site and disposal of trench rock in the base bid price.	10 CY	<u>385</u> /CY	\$ <u>3,850</u>
Unit Price No. 4 – Suitable Soils: Provide suitable soil from off-site and compact in place to replace excavated rock or unsuitable soil. Haul in and compaction must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 1,500 cubic yards of haul in and compacted suitable soils from off-site in the base bid price in addition to what is required to achieve design grades.	1,500 CY	<u>20</u> /CY	\$ <u>30,000</u>

ITEM	UNIT	COST/UNIT	ALLOWANCE
Unit Price No. 5 – #57 Stone: Haul in #57 stone to replace excavated rock or unsuitable soil. Haul in and placement must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 250 tons of haul in and placement of #57 stone in the base bid price in addition to what is shown on the Civil and Architectural Drawings.	250 TONS	45 /TON	\$ 11,250

These Unit Prices are submitted as part of the Lump Sum Price: The PROPOSER declares that they understand that the Contract Sum may be decreased at the unit prices listed above. The PROPOSER declares that they understand that the quantities of work shown are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the PROPOSER proposed to do the additional work at the unit prices listed herein; and should the quantities be decreased, the PROPOSER also understands that payment will be made on the basis of actual quantities at the unit price proposal and will make no claim for anticipated profits for any decrease in quantities and that the actual quantities will be determined upon completion of the work; at which time adjustment will be made to the Contract Sum.

D. PROPOSER'S LIST

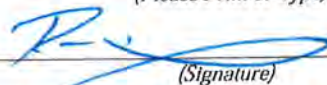
The PROPOSER acknowledges and confirms that they will use the following **sub-contractor** for the construction of this project:

1. SITEWORK/GRADING: Milford Excavating

Respectfully Submitted

Charles Black Construction Company, Inc.

(Please Print or Type)

By: 

(Signature)

Title: Rod Nix, Project Manager

Business Address: 1955 Hwy 129 S / P.O. Box 960

Cleveland, GA 30528

Federal I.D. or Social Security No.: 396673

ATTEST:



(Signature)

Name: Haley Hampton, Secretary/ Treasurer

(Please Print or Type)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

END OF SECTION 00 03 00



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Charles Black Construction Company
Inc.
1955 Hwy 129 S, PO Box 960,
Cleveland, GA 30528

SURETY:

(Name, legal status and principal place
of business)

Western Surety Company; South
Dakota Corporation.

OWNER:

(Name, legal status and address)

Hart County Board of Commissioners 800 Chandler Street, Hartwell, GA 30643

BOND AMOUNT: \$ 5% of Bid Amount

PROJECT:

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

Hart County Waste Transfer Station
Hartwell, GA

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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

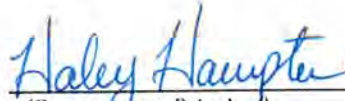
Init.

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 23 day of October, 2025


(Witness)


(Witness)


(Contractor as Principal)

(Seal)

Haley Hampton, Secretary/Treasurer


(Surety)

(Seal)

Starla S. Kelley, Attorney-In-Fact

(Title)

Init.

- The PROPOSER agrees that their proposal shall be binding and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

A. LUMP SUM PRICE

\$2,264,647⁰⁰ Two million two hundred sixty four thousand six hundred forty seven 00 (Dollars & Cents)

B. UNIT PRICES

Unit Prices are provided in accordance with Unit Prices, Section 01 27 00, of the Specifications. The pricing below fully implements the work described.

Schedule of Unit Prices/Allowances:

Unit Prices shall be included for the following items and must be included in the LUMP SUM PRICE.

ITEM	UNIT	COST/UNIT	ALLOWANCE
Unit Price No. 1 – Unsuitable Material: Removal and disposal off-site of unsuitable materials. Removal must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 1,500 cubic yards of removal and disposal off-site of unsuitable materials in the base bid price in addition to what is required to achieve design grades.	1,500 CY	<u>\$ 14.50 /CY</u>	<u>\$ 21,750.00</u>
Unit Price No. 2 – Mass Rock: Excavate, haul off-site and dispose of mass rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 20 cubic yards of excavation, haul off-site and disposal of mass rock in the base bid price.	20 CY	<u>\$ 230.00 /CY</u>	<u>\$ 4,600.00</u>
Unit Price No. 3 – Trench Rock: Excavate, haul off-site and dispose of trench rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 10 cubic yards of excavation, haul off-site and disposal of trench rock in the base bid price.	10 CY	<u>\$ 346.50 /CY</u>	<u>\$ 3,465.00</u>
Unit Price No. 4 – Suitable Soils: Provide suitable soil from off-site and compact in place to replace excavated rock or unsuitable soil. Haul in and compaction must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 1,500 cubic yards of haul in and compacted suitable soils from off-site in the base bid price in addition to what is required to achieve design grades.	1,500 CY	<u>\$ 23.00 /CY</u>	<u>\$ 34,500.00</u>

ITEM	UNIT	COST/UNIT	ALLOWANCE
Unit Price No. 5 – #57 Stone: Haul in #57 stone to replace excavated rock or unsuitable soil. Haul in and placement must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. Note: Contractor shall include 250 tons of haul in and placement of #57 stone in the base bid price in addition to what is shown on the Civil and Architectural Drawings.	250 TONS	\$ 37.50 /TON	\$ 9875.00

These Unit Prices are submitted as part of the Lump Sum Price: The PROPOSER declares that they understand that the Contract Sum may be decreased at the unit prices listed above. The PROPOSER declares that they understand that the quantities of work shown are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the PROPOSER proposed to do the additional work at the unit prices listed herein; and should the quantities be decreased, the PROPOSER also understands that payment will be made on the basis of actual quantities at the unit price proposal and will make no claim for anticipated profits for any decrease in quantities and that the actual quantities will be determined upon completion of the work; at which time adjustment will be made to the Contract Sum.

D. PROPOSER'S LIST

The PROPOSER acknowledges and confirms that they will use the following **sub-contractor** for the construction of this project:

1. **SITework/GRADING:** New Terrain Grading

Respectfully Submitted

Alley Linder

(Please Print or Type)

By: 

(Signature)

Title: Chief Operating Officer

Business Address: _____

109 Nunnalley Road

Anderson, SC 29625

Federal I.D. or Social Security No.: 47-0929675

ATTEST:

Amanda Donald

(Signature)

Name: Amanda Donald

(Please Print or Type)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

END OF SECTION 00 03 00

SECTION 00 04 10

BID BOND

AIA Document A310

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J. Davis, Inc.
12245 S. Hwy 11
Westminster, SC 29693

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
1000 Abernathy Rd
STE 175
Atlanta, GA 30328

OWNER:

(Name, legal status and address)

Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643

BOND AMOUNT: \$ **Five Percent (5%) of Amount Bid**

PROJECT:

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

Hart County Waste Transfer Station
Hartwell, GA

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.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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.

Signed and sealed this 23rd day of October, Two Thousand Twenty-Five

J. Davis, Inc.

The Hanover Insurance Company



CONTRACTOR AS PRINCIPAL (Signature)

Alley Linder

(Printed name and title)

Chief Operating Officer

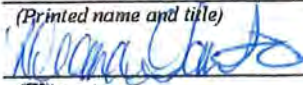
(Witness)



SURETY (Signature)

Daniel A. Conti, Attorney-in-Fact

(Printed name and title)



(Witness)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Daniel A. Conti

Of Carolina Surety Brokers of Greenville, SC each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Seventy Million and No/100 (\$70,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

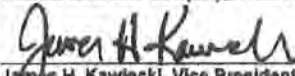
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

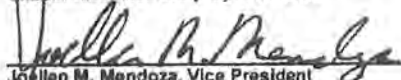
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 22nd day of April 2025



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

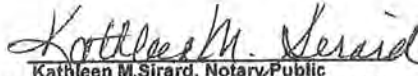

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.

On this 22nd day of April, 2025 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.


KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027


Kathleen M. Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of October 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John Rowedder, Vice President

APPENDIX

PROPOSAL FORMS

SECTION 00 04 62

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(B)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Hart County Board of Commissioners (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47-0929675

Federal Work Authorization User Identification Number

10-23-25

Date of Authorization

J. Davis Construction

Name of Contractor

Hart Co. Waste Transfer Station

Name of Project

Hart Co. Board of Commissioners

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 23rd, 20 25, in Anderson (city), SC (state).

[Signature]
Signature of Authorized Officer or Agent

Alley Linder, Chief Operating Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF Oct, 20 25

[Signature]
NOTARY PUBLIC

My Commission Expires:

6-9-2035



(SEAL)

END OF SECTION 00 04 62

APPENDIX

PROPOSAL FORMS

SECTION 00 04 80

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of SC)
County of Anderson) SS

Alley Linder, being duly sworn, deposes and says that:

- (1) He is Officer (Owner, Partner, Officer, Representative, or Agent) of J. Davis Construction, the Proposer that has submitted the attached Proposal.
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Owner (Local Public Agency) or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

[Signature]
Signature

Title Chief Operating Officer

Subscribed and Sworn to before me this 23 day of Oct, 2025



[Signature]
Notary Signature

My Commission expires: 6-9-2035

(SEAL)

END OF SECTION 00 04 80

- 1. Use Camera Phone*
- 2. Hit Web Link*

SCAN



Learn more at
JDAVISGC.COM

QR CODE





October 31, 2025

Mr. Terrell Partain, County Administrator
Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643

**Re: Hart County Solid Waste Transfer Station
Recommendation of Award**

Dear Mr. Partain,

Two (2) proposals were received on October 23, 2025 for this project. All proposals were reviewed and scored based on the following criteria: Experience/Qualifications (50 pts.); Project Pricing (45 pts.) and References (5 pts.). It is our understanding that this contract shall be awarded to the most qualified, responsive and responsible proposer complying with the conditions of the Request for Proposals.

The proposer that earned the highest score was **Charles Black Construction Company, Inc.** The proposer that submitted the lowest lump sum base fee was **Charles Black Construction Company, Inc.** in the amount of **\$1,865,790.00**. Proposal and fee ranking documents are attached for information.

It is our recommendation that the Contract for the **Hart County Solid Waste Transfer Station Project** be awarded to **Charles Black Construction Company, Inc.**

Thank you for allowing Precision Planning, Inc. to participate in this process, and feel free to contact us anytime if any clarifications are needed.

Sincerely,

A handwritten signature in black ink that reads "Lance G. Davis". The signature is fluid and cursive, with the first name "Lance" being more prominent.

Lance G. Davis, AIA
Vice President

LD

G:\DOCUMENT\24\A24-084 Hart County Solid Waste Transfer Station\Bid Phase\Recommendation Letter.docx

c: file

Attachment: Proposal Rankings

Hart County Waste Transfer Station
 Proposals Due October 23, 2025 at 2:00 p.m.
 PPI Project #A24-084

PROPOSAL RANKING						
Contractor	Rank	Total	Experience/Qualifications (50 pts)	Project Pricing (45 pts)	References (5 pts)	
Charles Black Construction Company, Inc.	1	100.00	50	45	5	
JDavis Construction, Inc.	2	95.00	50	40	5	

Hart County Waste Transfer Station

Proposals Due October 23, 2025 at 2:00 p.m.

PPI Project #A24-084

Contractor	A	B	C	D	E	F	G	H	I
Charles Black Construction Company, Inc.	yes	yes	yes	yes	yes	yes	yes	yes	yes
JDavis Construction, Inc.	yes	yes	yes	yes	yes	yes	yes	yes	yes

- A. Attended mandatory pre-bid conference
- B. Bid form completely filled out and submitted
- C. Addenda acknowledgment
- D. Proof of at least 5 successful commercial construction projects in last 10 years min. of \$1,000,000
- E. Proof of at least 2 successful projects government/public funded
- F. Proof of at least 2 successful projects with occupied/operational facility
- G. Proof of a successful project that had a sitework component and building component in Hart County or within 35 miles of project site
- H. Listed sitework/grading subcontractor on proposal form
- I. Submitted bid bond

Hart County Waste Transfer Station
Proposals Due October 23, 2025 at 2:00 p.m.
PPI Project #A24-084

LUMP SUM PRICES											
Contractor	Addenda Acknowledged	Lump Sum Base Price	Unit Price 1 Allowance	Unit Price 2 Allowance	Unit Price 3 Allowance	Unit Price 4 Allowance	Unit Price 5 Allowance	Total Price	Price Difference		
Charles Black Construction Company, Inc.	Yes	\$1,865,790.00	\$19,500.00	\$5,700.00	\$3,850.00	\$30,000.00	\$11,250.00	\$1,936,090.00	LOWEST PRICE		
JDavis Construction, Inc.	Yes	\$2,264,647.00	\$21,750.00	\$4,600.00	\$3,485.00	\$34,500.00	\$9,875.00	\$2,338,837.00	\$402,747.00		



Terrell Partain,
County Administrator
November 7, 2025

RE: Item 12 B Town of Bowersville Annexation of Parcel C16 034 (rec. 10/6/25)

Attached is the Town of Bowersville request for annexation of 36 +/- parcel. The parcel is contiguous with other town property.

LAW OFFICE OF
DOUGLAS T. KIDD, P.C.



VIA CERTIFIED MAIL AND REGULAR U.S. MAIL

October 2, 2025

Hart County Board of Commissioners
c/o Terrell Partain, County Manager
800 Chandler Street
Hartwell, GA 30643

Re: Annexation Notification Under O.C.G.A. §36-6-6

Dear Commissioners:

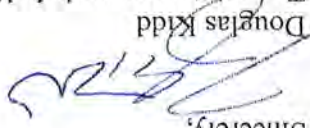
Please be advised that the Town of Bowersville, Georgia, by the authority vested in the Mayor and the Council of the Town of Bowersville, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the Town of Bowersville, in accordance with O.C.G.A. §36-36-6 and O.C.G.A. §36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111.

The property located at 0 Kristy Street, Bowersville, Georgia 30516 also known as Map and Parcel C16034 is to be annexed in as Agriculture zoning classification. The petition was filed with the Town of Bowersville on September 26, 2025.

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9 you must notify the governing authority of the Town of Bowersville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

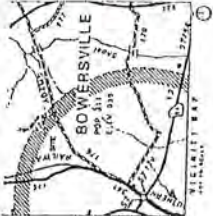
Pursuant to O.C.G.A. § 36-36-4 a public hearing on zoning of the property be held at 1126 West Main Street, Bowersville, Georgia on November 6, 2025 at 6:00 PM. If the county has an objection under O.C.G.A. §36-36-113, in accordance with the objection and resolution process, you must notify Mayor John Smith within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Douglas Kidd
Town Attorney, on behalf of
Mayor and Council

833 GROGAN STREET • P.O. BOX 628 • LAVONIA, GEORGIA 30553
PHONE: 706-356-1778 FAX: 706-356-1805
E-MAIL: DOUGLAS.TERRRY.KIDD@GMAIL.COM

E-Filed By:
 Hart County Clerk's Office
 Clerk of Court Frank Gray
 8/18/2023 02:07 PM
 Page: 0188 of 7225
 \$10.00 RECORDING FEE

TOTAL AREA =
 32.783 ACRES



CALL TO QUOTE DAILY

Category	Item	Unit	Price
FUEL	Diesel Fuel	Per Gallon	0.1500
	Gasoline	Per Gallon	0.1500
	Oil	Per Gallon	0.1500
	Antifreeze	Per Gallon	0.1500
MAINTENANCE	Labor	Per Hour	15.0000
	Parts	Per Piece	0.5000
	Tools	Per Set	1.0000
	Supplies	Per Box	0.2500
EQUIPMENT	Surveying Equipment	Per Day	100.0000
	Transportation	Per Mile	0.5000
	Accommodation	Per Night	50.0000
	Food	Per Meal	10.0000

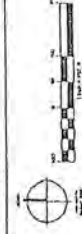
8/18/2023 02:07 PM
 Page: 0188 of 7225
 \$10.00 RECORDING FEE

SURVEYOR'S CERTIFICATION

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the County of Hart, State of Maryland.

DATE: 08/07/2023

0355



JOSEPHIAN ROWLAND

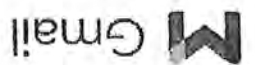
Surveyor

Professional Seal

Land

Survey

Boundary Survey



Doug Kidd <douglas.terry.kidd@gmail.com>

Jonathan Rowland Annexation Petition Documents

1 message

Jonathan Rowland <rowlandautogroup@gmail.com>
To: Doug Kidd <douglas.terry.kidd@gmail.com>, bowersvilllegaciek@gmail.com
Cc: Jonathan Rowland <rowlandautogroup@gmail.com>

Sent from my iPhone

 Annexation Petition 092325 2.pdf
3580K

GEORGIA, HART COUNTY

ANNEXATION PETITION

TO THE MAYOR AND COUNCIL OF THE TOWN OF BOWERSVILLE

The undersigned, being all of the owners of all real property described herein, respectfully request that the Mayor and Council annex this territory to the Town of Bowersville, Georgia and extend the town boundaries to include the same.

The territory to be annexed is unincorporated and contiguous as required by O.C.G.A. §36-36-20 to the existing corporate limits of Bowersville, Georgia. The description of such territory is attached as Exhibit "A" to this petition.

It is requested that this territory to be annexed shall be zoned: _____
for the following reasons:

32.783 Acres is within a one mile radius
of the town of Bowersville, G.A. As property
owner of the entire 32.783 Acres I want to
reinsstate all 32.783 acres to be annexed into
the town of Bowersville, GA to comply with the
original charter of the town of Bowersville, GA

WHEREFORE, the Petitioners pray that the City Council of the Town of Bowersville, Georgia, pursuant to the provisions of the Acts of the General Assembly of the Town Limits of the Town of Bowersville, Georgia.

This 23 day of September, 2025.

Respectfully submitted:

Jonathan G. Rowland
Owner(s)



MEMORANDUM

Terrell Partain,
County Administrator
November 7, 2025

RE: Item 12 C Chamber of Commerce Christmas Tree Lighting

Amanda Brown, Chamber Director will speak on the annual Christmas tree lighting event.



Terrell Partain,
County Administrator
November 7, 2025

RE: Item 13 A Board Appointment Library Board

Attached is a letter of recommendation from the Board of trustees for Mr. Chris Calloway to be appointed to fill the term of Mrs. Jean Neibart who has resigned from the Library Board. The appointment will run through the end of June of 2028.

Hart County Library
2016 Georgia Public Library of the Year

Hart County Board of Commissioners

Attn: Terrell Partain, PMDC, CEM – County Administrator/Director, EMHS

800 Chandler St.

Hartwell GA 30643

November 3, 2025

Greetings:

I'm writing today on behalf of the Hart County Library's Board of Trustees. As you know, Mrs. Jean Neibart has had to resign from the board, and the Board of Commissioners should have a new representative.

The Board of Trustees has asked me to submit their nomination of Mr. Chris Callaway. This nomination was decided at the board's October meeting by consensus of a quorum of members, all of whom agreed that Mr. Callaway would be a good fit. Mr. Callaway is retired from the Hart County School System, after many years as a teacher. He also served on the library board previously, from 2002 to 2004.

The library board hopes that you will consider Mr. Callaway for the position. He would be filling the remainder of Mrs. Neibart's term, and would be eligible for re-appointment at the end of June in 2028.

Mr. Callaway's contact information is as follows:

Chris Callaway
118 Ellen Street
Hartwell, GA 30643

Home phone: 706-376-5658

Cell phone: 706-371-5060

E-mail address: callaway30643@gmail.com

I hope you'll take Mr. Callaway's nomination into consideration. Please let me know if you need additional information.

Sincerely –



Richard Sanders

150 Benson Street
Hartwell, Georgia 30643-1992
TEL: (706) 376-4865

Richard R. Sanders
Library Director
rsanders@hartcountylibrary.com



Terrell Partain,
County Administrator
November 7, 2025

RE: Item 13 B Veterans Day Proclamation

Attached is a Proclamation for Veterans day and week for 2025.

COUNTY OF HART
VETERAN'S DAY PROCLAMATION

WHEREAS, on Veterans' Day our Nation comes together to honor our veterans and commemorate the legacy of profound service and sacrifice they have upheld in pursuit of a more perfect Union; and

WHEREAS, through their steadfast defense of American's ideals, our service members have ensured our country still stands strong, our founding principles still shine, and nations around the world know the blessings of freedom; and

WHEREAS, the selflessness of our service members is unmatched, and they remind us that there are few things more fundamentally American than doing our utmost to make a difference in the lives of others; and

WHEREAS, just as our veterans stood watch on freedom's frontier, so have they safeguarded the prosperity of our Nation in our neighborhoods, our businesses, and our homes; and

WHEREAS, serving as teachers and engineers, parents and local government employees, these patriots have made contributions to civilian life that serve as a testament to their dedication to the welfare of our country; and

WHEREAS, the Hart County Board of Commissioners designates the week of November 11, 2025, as Veteran's Week and recognize all veterans of Hart County by presenting this proclamation to the American Legion Post 109.

NOW, THEREFORE, LET IT BE PROCLAIMED by the County Board of Commissioners of the county of Hart that all citizens observe the day with appropriate ceremonies in honor of those who have served to preserve the principles of Justice, Freedom and Democracy.

Proclaimed this on the 11 day of November 2025

Marshall Sayer, Chairman

Joey Dorsey, Commissioner

Frankie Teasley, Commissioner

Michael Bennett, Commissioner

Jeff Brown, Commissioner

Attested: Lisa Evans, County Clerk



Terrell Partain,
County Administrator
November 7, 2025

RE: Item 13 C Annexation Moratorium Discussion

Commissioner Dorsey requested this to be added to the agenda for a discussion.