

CITY OF DAHLONEGA

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Dahlonega, Georgia 30533
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NORTH GROVE STREET PHASE II PROJECT #2025-010

ADDENDUM 1

Addendum Issue Date: January 22, 2025

Addendum Subject: Revised Attachment D Pricing Sheet and Contract

Addendum Page Numbers: 8

Bidders are required to use the Attachment D Pricing Sheet and Contract included in this addendum in lieu of the Attachment D Pricing Sheet and Contract included in the original bid package. These documents have been revised to include line items not found in the original bid package.

ATTACHMENT D NORTH GROVE STREET PHASE II PROJECT #2025-010

PRICING SHEET

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	005-0023 ADA RAMPS GDOT A,B,C,D	54 EA		
0010	150-1000 TRAFFIC CONTROL	1 LS		
0015	163-0529 CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAMS	100 LF		
0020	165-0071 MAINTENANCE OF SEDIMENT BARRIER	50 LF		
0025	210-1500 CLEARING, GRUBBING AND DEMO	1 LS		
0030	310-1101 GR AGGR BASE CRS INCL. MATL.	340 TN		
0035	441-0100 CONC. SIDEWALK, VARIABLE TK	160 CY		
0040	441-0302 CONC. SPILLWAY, TP 2	1 EA		
0045	441-5002 CONCRETE HEADER CURB 6 IN TP 2	330 LF		
0050	441-6022 CONC. CURB & GUTTER 6 IN X 30 IN, TP 2	2055 LF		
0055	500-3101 CLASS A CONCRETE	300 SY		
0060	500-9999 CLASS B CONC BASE OR PVMT WIDENING	10 CY		

0065	500 CONCRETE STAMP RED BRICK	50 CY	
0070	550-1180 STORM DRAINPIPE, 18 IN., H 1-10	30 LF	
0075	550-4218 FLARED END SECTION, 18 IN, STORM DRAIN	2 EA	
0080	603-2180 STN DUMPED RIP RAP, TP 3, 12 IN	18 TN	
0085	603-7000 PLASTIC FILTER FABRIC	150 SY	
0090	653.1501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN WHITE	LF	
0095	653-1704 THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN WHITE	LF	
0100	653-1804 THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN WHITE	LF	
0105	668-1100 CATCH BASIN GP 1	2 EA	
0110	700-6001 GRASSING COMPLETE	.15 AC	
	TOTAL BID		
	· OIALDID		

certify the above bid as alt-inclusive ar	nd final per document specifications.
Authorized Signature	Title
Print Name	 Date

CONTRACT NORTH GROVE STREET PHASE II PROJECT #2025-010

	This a	green	nent is r	nade	and entered ir	nto b	etween the	e governing au	thori	ty of C	ity of Da	ahlor	nega, hereir	nafter
referred	to	as	"City	of	Dahlonega",	а	political	subdivision	of	the	State	of	Georgia,	and
						,	hereinafter	referred to as	"Co	ntract	or".			

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 the work as provided in the City of Dahlonega plans dated12/7/2023 with final revision date 3/25/2025. This includes curb and gutter and upgrading sidewalk on Highway 19 North/North Grove Street beginning at Sta. 0+00 to Sta. 19+10. All work will be in accordance with the City of Dahlonega plans and specifications section of the invitation to bid issued June 16, 2025. All work will be done in accordance with the 2021 State of Georgia Standard Specifications as modified by the Special Provisions contained in the Bid Documents for this project.

City of Dahlonega personnel will be supervising the construction of this project. This project will also be subject to GA DOT inspections and direction.

- 2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from the City of Dahlonega. All work shall be completed no later than 180 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 City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.
- 4. The Contractor hereby agrees to replace any personnel or subcontractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any subcontractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

LINE NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY AND UNITS	UNIT PRICE (DOLLARS/CENTS)	DOLLARS/CENTS
0005	005-0023 ADA RAMPS GDOT A,B,C,D	54 EA		
2040	150-1000 TRAFFIC	44.0		
0010	CONTROL	1 LS		
0015	163-0529 CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR			
	BALED STRAW CHECK DAMS	100 LF		
	310-1101 GR AGGR BASE			
0030	CRS INCL. MATL.	340 TN		

	441-0100 CONC.		
0035	SIDEWALK, VARIABLE TK	160 CY	
0000	OIDEVVALK, VARIABLE TK	100 01	
	441-0302 CONC.		
0040	SPILLWAY, TP 2	1 EA	
0040	OF ILLVVAT, IT 2	ILA	
	441-5002 CONCRETE		
0045	HEADER CURB 6 IN TP 2	330 LF	
0043	TIEADEN CONDONATI 2	330 Li	
	441-6022 CONC. CURB &		
0050	GUTTER 6 IN X 30 IN, TP 2	2055 LF	
0000	COTTENT ON A SON, IT 2	2000 Li	
	500-3101 CLASS A		
0055	CONCRETE	300 SY	
0000	CONTRACTOR	00001	
	500-9999 CLASS B CONC		
0060	BASE OR PVMT WIDENING	10 CY	
0000	Brief etti viii viibeltiite	1001	
	500 CONCRETE STAMP RED		
0065	BRICK	50 CY	
	550-1180 STORM		
0070	DRAINPIPE, 18 IN., H 1-10	30 LF	
	550-4218 FLARED END		
	SECTION, 18 IN, STORM		
0075	DRAIN	2 EA	
	603-2180 STN DUMPED RIP		
0800	RAP, TP 3, 12 IN	18 TN	
	603-7000 PLASTIC FILTER		
0085	FABRIC	150 SY	
	653.1501 THERMOPLASTIC		
0090	SOLID TRAFFIC STRIPE, 5 IN	LF	
	WHITE		
	653-1704 THERMOPLASTIC		
0095	SOLID TRAFFIC STRIPE, 24	LF	
	IN WHITE		
	653-1804 THERMOPLASTIC	LF	
0100	SOLID TRAFFIC STRIPE, 8 IN		
	WHITE		
0105	668-1100 CATCH BASIN GP	2 EA	
	1		
0110	700-6001 GRASSING		
	COMPLETE	.15 AC	
	TOTAL BID		

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 City.

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

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahlonega 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, the City of Dahlonega's Invitation to Bid issued June 16, 2025, 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:

City of Dahlonega 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:

The City of Dahlonega 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 City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City 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 City, the Contractor will be paid by the City 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.
- 2. If Contractor hires a Sub-contractor to work in a drug-free workplace, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) 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 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 or telephonic facsimil transmission; or					
2. Three (3) days after depositing in the with return receipt requested, addressed to the					
and to City of Dahlonega at the following addre					
Attn: Allison Martin, City Manager 465 Riley Road Dahlonega, Georgia 30533					
This Contract is made and entered into this	day of, 2025.				
City of Dahlonega:	Contractor:				
JoAnne Taylor City of Dahlonega Mayor	Company: By: Title:				
Attest:	[Corporate Seal]				
Rhonda Hansard City of Dahlonega Clerk					