



CITY OF DAHLONEGA
465 Riley Road
Dahlonega, Georgia 30533
Phone: 706-864-6133 • Fax: 706-864-4837

ADDENDUM NO. 1

This Addendum shall become and form a part of the Invitation to Bid for:
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005

Addendum Issue Date: August 21, 2026

Addendum Subject: Response to Questions and Answers, Revised Attachment D and Contract

Addendum Page Numbers: 10

NOTE: PLEASE REVIEW CAREFULLY! THERE MAY BE CHANGES TO THE INFORMATION TO BE PROVIDED. In the event of a conflict between previously released information and the information contained herein, the latter shall control.

**PLEASE USE THE ADDENDUM VERSION OF ATTACHMENT D IN YOUR SUBMITTED BIDS.
PLEASE USE THE ADDENDUM VERSION OF THE CONTRACT IN YOUR SUBMITTED BIDS.**

Section 1.6 Contract Term of the Boat Ramp Beautification Project shall now read, *"The Contract between the City and the Contractor shall become effective upon signing and shall be completed by no later than 75 calendar days from the day the Notice to Proceed is issued. The City reserves the right to terminate the Contract at any time if an awarded Bidder ("Contractor") fails to meet the requirements stated in this Invitation to Bid.*

The Contract shall terminate absolutely and without further obligation at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this Contract.

Liquidated damages on this Project shall be \$250.00 per day if not completed by the scheduled completion date."

1. What is the estimated cost of this project?

In an effort to maintain the integrity of the bidding process, an engineer's estimate is not being provided at this time.

2. Could you please confirm if this project requires a General Contractor License?

Yes.

3. The Versa-Lok wall material is beginning to be phased out. Can an equivalent alternative material be proposed in lieu of Versa-Lok? **Versa-Lok is not a required vendor. Bidders are welcome to provide other modular block manufacturers for approval.**

4. Can we use an alternative sediment barrier to the silt fence?

Due to the difficulty in installation the city prefers that all or part of the required 950' of Sd1 be satisfied by use of haybales, Siltworm or equivalent approved product. Please see revision to Appendix D.

5. Is the location of the New/ existing side walk in per plans ore will it need to be removed?

New sidewalk is shown in plans. There should be no or very limited removal of any existing sidewalk.

6. Current silt fence removal?

It is anticipated that the silt fence currently on site due to the neighboring project will be removed prior to this project beginning.

7. Boulders currently there, will they stay or be removed off site? What are we to do with them?

Existing boulders will not need to be removed from the site. However, they may be relocated within the site footprint as part of the grading process.

8. Will Dahlongega release their tax-exempt paperwork so we can get suppliers to drop tax?

The City of Dahlongega is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. The City of Dahlongega cannot exempt others from tax.

9. What are the substitutions or approved equals to the Versa block?

Vendors are welcome to provide their own, however, there is no guarantee of acceptance by the City.

10. Is the attached Block system an acceptable substitute for the Versa-Lok wall system? Belgard Anchor Diamond Pro. Straight face, Gray.

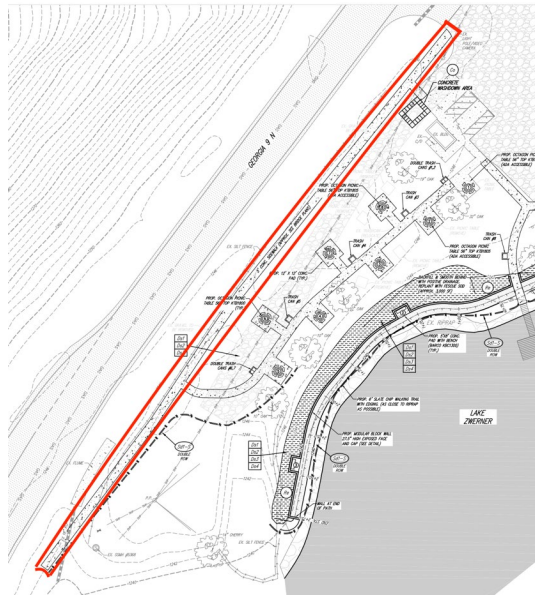
The City will accept this substitute.

11. Would you confirm that the benches, picnic tables, and trash can (installation and material) are not part of this contract? **Confirmed, this is not part of the contract.**

12. There is a tree beside the picnic tables #3. Should this tree be kept or removed? (Please see the attached picture) **Yes; the tree is to remain. If, during construction, the tree proves to be problematic, the city will have it removed at city's expense.**



13. The existing sidewalk on the northwest side should we remove and replace or it is not part of the project? (Please see the attached picture) **The existing sidewalk is not part of the project and shall remain in place.**



14. There is debris left on site from the tree—who is responsible for its removal?
All existing debris will be removed prior to project commencement.

15. There is an existing silt fence—who is responsible for removing it?
It is anticipated that the silt fence currently on site due to the neighboring project will be removed prior to this project beginning.

16. There are some bollards (large rocks) in the way of the new sidewalk. What should be done with these bollards—should they be removed or relocated to a new position?

Existing boulders will not need to be removed from the site. However, they may be relocated within the site footprint as part of the grading process.

17. Any restrictions regarding the working days and hours that we should be aware of?

Please see section 2.1 of the Invitation to Bid for working hours.

18. Can the contractor work on the weekends?

Please see section 2.1 of the Invitation to Bid for working hours.

19. What are the requirements to safe-up the project site? Do you require installing of chain-link fences, or Construction fence is sufficient? will you be revising the quantities listed in the bid document to reflect this change?

Yes; all work areas shall be enclosed with orange barrier fence. Attachment D and other contract documents will be revised to include this item.

20. Who is responsible for inspections, and materials testing and the associated fees?

The City will have onsite inspectors and testing personnel. All concrete shall meet GDOT specifications.

21. How would the owner want to address soft soils conditions, if encountered?

Soil variability should be considered by the bidder.

22. When is the anticipated start date?

Mid to Late October 2026.

23. Will weather days count against the project?

Weather delays will be considered.

24. Does this project have a Force Majeure clause?

No, however, the City will consider uncommon delays.

**ATTACHMENT D
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005**

PRICING SHEET

Company Name: _____

LINE NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE (DOLLARS/CENTS)
0005	163-0529 Construct and Remove Temporary Sediment Barrier, Hay Bales, Siltworm or Approved Equivalent	300 LF	
0010	165-0030 Maintenance of Temporary Silt Fence, Type S	100 FT	
0015	171-0030 Temporary Silt Fence, Type S	200 FT	
0020	210-0100 Grading Complete	1 LS	
0025	310-1101 Gr Aggr. Base Crs, Incl Matl	130 TN	
0030	4410-0104 Concrete Sidewalk, 4 IN	250 SY	
0040	500-3200 Class B Concrete, 6 IN	140 SY	
0045	603-7000 Plastic Filter Fabric	1650 SF	
0050	700-9300 Sod Fescue	13,000 SF	
0055	Versa-Lok Retaining Wall Systems or Approved Equivalent	750 SF	
0060	Versa- Lok Cap or Approved Equivalent	275 FT	
0065	Rubberific Timber Willy Goat, 8 IN	275 LF	
0070	Agtec Soil Stabilization Grid, 4 IN	1650 SF	
0075	Slate Chips	45 TN	
0080	Orange Barrier Fence	500 LF	
			Total:

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

Authorized Signature

Title

Print Name

Date

**CONTRACT
FOR PROJECT NUMBER: 2026-005**

This agreement is made and entered into this _____ day of _____, 2026, between the City of Dahlonega, hereinafter referred to as "City" or "the City", a Georgia municipal corporation, and _____, hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the City is requesting sealed bids for Boat Ramp Beautification Project, per plans dated 3/07/26 and signed 03/27/2026.

Whereas, the City issued Solicitations for this Project during _____ of 2026; and

Whereas, the City evaluated the responses received and found that the lowest responsive and responsible bidder, the Contractor identified in this Agreement, is qualified, willing and able to provide the products and services in accordance with the terms of the Solicitation at the best pricing.

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

A. Summary of Work and Payment

1. The scope of work for this project shall consist of forming and pouring sidewalks, installation of table, bench and trash can pads in accordance with described plans. The winning bidder shall build a wall with the Versa-Lok Retaining Wall Systems or an equivalent that shall be approved by the City of Dahlonega Public Works personnel. This also includes Rubberific Timber, Willy Goat border and the Agtec Geocell Stabilization Grid, and Versa Lok Cap.
2. Grading shall consist of walking trail excavation, back filling walls, all structures, shaping lot and removal and demolition of existing items directed by city personnel such as existing concrete pads and other items as detailed in the plan documents.
3. All temporary erosion control items shall be the responsibility of the contractor to install, maintain and remove at the completion of the project. The contractor shall place permanent fescue sod in areas as directed by city staff. Final location and amount of sod may vary from plans.
4. All work shall be in accordance with the Standard Specifications, Construction of Transportation Systems, 2021 and the Supplemental Specifications Modifying the 2021 Standard Specifications, Construction of Transportation Systems, 2024 Edition as required.
5. Failure or Delay in Completing Work on Time. Liquidated Damages on this project shall be \$250.00 per day if not completed by the completion date.
6. City of Dahlonega personnel will supervise construction of this project.
7. All work shall be completed no later than seventy-five calendar days from the day the contract is fully executed.

8. All work shall be done under direction of City Staff in accordance with the this Agreement, the plan documents, and pursuant to the standards and requirements as set forth in the Regional Conditions for the 2026 Nationwide Permits in the Savannah District as applied to and further in accord with Nationwide Permit 13 (NWP 13) for proposed bank stabilization activities. Based upon required full compliance, no pre-construction notice will be provided to the USACE District Engineer. Further required are such provisions in the regulatory compilation entitled Georgia Department of Transportation 2021 Standard Specifications of Construction Systems as may be modified or supplemented together with applicable requirements set forth in directives of the Georgia Soil Water and Conservation Commission.
9. 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 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.
10. The Contractor hereby agrees to replace any personnel or other party working on site under the direction of the Contractor, at no cost or penalty to the City, if the City reasonably determines that the performance is unsatisfactory.
11. Contractor shall be paid for work performed under this Agreement on unit price basis as follows in the Pricing Schedule below:

LINE NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE(DOLLARS/CENTS)
0005	163-0529 Construct and Remove Temporary Sediment Barrier, Hay Bales, Siltworm or Approved Equivalent	300 LF	
0010	165-0030 Maintenance of Temporary Silt Fence, Type S	100 FT	
0015	171-0030 Temporary Silt Fence, Type S	200 FT	
0020	210-0100 Grading Complete	1 LS	
0025	310-1101 Gr Aggr. Base Crs, Incl Matl	130 TN	
0030	4410-0104 Concrete Sidewalk, 4 IN	250 SY	
0040	500-3200 Class B Concrete, 6 IN	140 SY	
0045	603-7000 Plastic Filter Fabric	1650 SF	
0050	700-9300 Sod Fescue	13,000 SF	
0055	Versa-Lok Retaining Wall Systems or Approved Equivalent	750 SF	
0060	Versa- Lok Cap or Approved Equivalent	275 FT	
0065	Rubberific Timber Willy Goat, 8 IN	275 LF	
0070	Agtec Soil Stabilization Grid, 4 IN	1650 SF	
0075	Slate Chips	45 TN	
0080	Orange Barrier Fence	500 LF	
			Total:

B. Liability

1. Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and properties of all description used in connection with performance under this Agreement.
2. 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 performed, and for all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement, or in connection in any way whatsoever with the work performed.
3. Contractor shall be liable for any damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Agreement. 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.

C. Insurance

The Contractor shall, during the continuance of all work under this Agreement, provide and maintain all insurance policies required by the City of Dahlonega.

D. Assignments of Rights

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

E. Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, and expenses, including all fees and expenses of attorneys and courts, 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

F. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the State of 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 Agreement did not contain the particular part, term, or provisions held to be invalid.

G. Dispute Resolution; Choice of Law;

The City and the Contractor agree to attempt to resolve disputes regarding this Agreement through negotiation or mediation prior to filing any cause of action.

The venue for any litigation arising from this Agreement shall be Lumpkin County, Georgia, and this Agreement shall be interpreted under the laws of the State of Georgia. The term Agreement as used herein shall include this agreement and any Purchase Orders issued pursuant hereto and the terms expressed herein shall be equally applicable to all Purchase Orders.

H. Cancellation

1. The City reserves the right to terminate the Agreement immediately in the event that the Contractor discontinues or abandons operations, becomes insolvent, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Contractor to comply with any material terms of this Agreement will be considered grounds for immediate termination of the Agreement by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for work completed and accepted up to the point of termination.

3. Notwithstanding anything to the contrary obtained herein, the City may, without prejudice to any other rights it may have, terminate the Agreement for convenience and without cause, by giving thirty (30) days' written notice to the Contractor.

4. If the Agreement is terminated by the City, the Contractor will be paid by the City for all scheduled work completed and accepted up to the termination date set forth in the written termination notice.

I. Safe Working Environment and Drug Free Workplace; Standard Contractor Package Requirements

1. Contractor shall provide a safe working environment. Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been and will be complied with in full. The Contractor further certifies that a drug-free workplace will be provided for the Contractor's employees during performance of the Agreement; and the same with regard to any parties acting by or on behalf of the Contractor and engaged in the performance of this Agreement and any Purchase Orders entered incident thereto.

2. The Contractor further certifies that its personnel will not engage in the lawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

3. Contractor shall also complete and provide to the City the Standard Vendor Package provided to all those doing business with the City prior to commencing work.

J. E-Verify Requirement

Contractor certifies that it is and will continue to be in compliance with all applicable Federal and State laws, rules, regulations and orders regarding Verification of Employee Immigration status to include O.C.G.A. § 13-10-91 and agrees to provide all documentation reflecting its compliance.

K. Amendments or Modifications

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

L. Notices

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

and to City of Dahlonega at the following address:

City of Dahlonega
Attention: Allison Martin, City Manager
465 Riley Road
Dahlonega, GA 30533

M. Counterparts; Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement, and it shall not be necessary in making proof of this Agreement or the terms of the Agreement to produce or account for more than one of such counterparts.

This Agreement is made and entered into this ____ day of _____, 2026.

City of Dahlonega:

Contractor Name:

By: Sam Norton, Mayor

By:

Title