#### ADDENDUM NO. TWO (2) CITY OF HELEN, GEORGIA 2026 SPRAY FIELD VEGETATION IMPROVEMENTS ISSUED DECEMBER 5, 2025

RE: 2026 SPRAY FIELD VEGETATION IMPROVEMENTS

EMI PROJECT No. 24-022

FROM: ENGINEERING MANAGEMENT. INC.

303 SWANSON DRIVE

LAWRENCEVILLE, GA 30043

WILEY HELM, P.E.

TO: PROSPECTIVE BIDDERS

This Addendum forms a part of the Contract Documents and Drawings and modifies the original bidding documents dated October 2025.

The following items of the Contract Documents are modified as part of this Addendum:

#### **Clarifications**

1. Is a Georgia Utility Contractor's License required for submittal/award?

EMI Response: Due to the nature of the project, the requirement for a utility contractor's license has been removed from the Contract Documents.

- 2. EMI clarification: The unit price in bid items M1.1 and M1.2 select cutting shall include the cost of replanting each tree select cut with a containerized stock from Table No. 1 in the drawings. The language in Paragraph 3.09 in Section 01025-MEASUREMENT AND PAYMENT has been revised to include this.
- 3. Can trees be mulched in place or must they be removed?

EMI Response: Trees <u>must</u> be removed from site. This is pertinent to the functionality of the spray fields. If trees are not removed from site, nutrients may bioaccumulate in the soil and negatively affect the ground water quality.

The methodology for tree removal is at the discretion of the Contractor. However, the Contractor is responsible for erosion and sedimentation control during the tree removal process. We urge the Contractor to use methods that minimize soil disturbance.

The City has a lay down area where hardwood mulch may be stored. The nearest street number to the laydown area is 53 Edelweiss Strasse, Helen, GA 30545. Any mulch disposed of at this location must be coordinated with the Owner. All other vegetation from select cutting must be disposed of offsite and should be included in the Contractor pricing, per Section 01025-MEASUREMENT AND PAYMENT paragraph 3.09.

4. There is no specification of pricing for the placement/installation and upkeep/repair of access roads. Please clarify or define how access roads will be achieved and maintained, and then repaired. Where should these cost be assigned?

EMI Response: The Contractor shall use existing access roads "as is". Any damage to the access roads shall be repaired back to current conditions at the expense of the Contractor. Any damage to the access roads by natural causes (e.g. road washout or trees naturally falling over the road) shall be communicated to the Owner and Engineer such that a repair can be coordinated between all entities. The Contractor shall not be responsible for the cost of damage to the roads from natural causes, though the Contractor may perform the repair if a scope and price can be agreed upon by all parties prior to the repair being done.

The northwest access road from Field 1 to Field 4 may not be accessible by full sized vehicles and the Contractor should adjust their costs accordingly.

Access road notes have been added to sheet C1 for clarification.

5. The bid request a definitive amount of days to complete the project. Other parts of the bid suggest this will be an agreement at the signing of the contract. Please clarify. Also, will the Contractor be held to the amount of days presented in the bid?

EMI Response: The contract duration is specified at 150-days. The date from which the contract duration begins will be determined at the signing of the contract (typically done at the pre-construction meeting). The Contractor will be held to the contract duration for all work within reason. The Engineer will work with the Contractor for delays outside the Contractors control, such as weather delays (if substantial) or procurement delays not at the fault of the Contractor. If specific work must be done outside the set contract duration for an unforeseen reason (e.g. kudzu removal when the leaves are out) the Engineer and Contractor will determine an acceptable time frame for the work.

6. Must all clippings, trimmings, mulch, and vegetation be removed? Please clarify the bagging of material removal?

EMI Response: Yes, all clippings, trimmings, mulch, and vegetation must be removed and disposed of for the same bioaccumulation reasons previously stated. Except for disposal of invasive species material which is defined in SECTION 02961-INVASIVE SPECIES REVOVAL, paragraph 3.02, the removal and disposal methods are at the discretion of the Contractor. Burning vegetation onsite is not an acceptable disposal method.

7. Our prescription for invasive removal is a 3year plan of eradication. It is the most successful route to long term health of native species. Is this something the City will consider, looking down the road?

EMI Response: We understand kudzu (the primary invasive species) typically requires multiple years of foliar spray before it is eradicated. Therefore, we consider the invasive species removal in this contract to be the first round of a multi-year process.

#### **Plans**

<u>Plan sheets G2 and C1 have been revised. See attached revised plan sheets. (revisions are shown with revision clouds)</u>

#### **Specifications**

#### ➤ Section C-00100, Instructions To Bidders

Section 2. PREPARTION OF BID shall be revised as follows (revisions are shown in bold and italics):

#### 2. PREPARATION OF BID

Each Bid must be submitted on the prescribed Bid Form and accompanied by the following documents:

Bid Form (Section 300)

Partnership, Corporate or Individual Certificate (Sections 310, 320, and 330)

Bid Bond (Section 410)

Bidder Experience Statement (Section 420)

Subcontractor List (Section 440)

Statement of Equipment (Section 450)

Suppliers Data Sheet (Section 451)

Non-collusion Affidavit of Prime Bidder (Section 460)

Contractor Affidavit for Electronic Verification of Work Authorization Programs (Section 495)

Sub-Contractor Affidavit for Electronic Verification of Work Authorization Programs (Section 495)

The following documents will be completed after the Contract has been awarded:

Notice of Award (Section 500)

Agreement (Section 510)

Performance Bond (Section 520)

Labor & Material Payment Bond (Section 530)

Corporate Resolution (Section 00535)

Certificate of OWNER's Attorney (Section 540)

Notice to Proceed (Section 560)

All blank spaces for unit prices, lump sum prices, and alternate bid price schedules must be filled in, in ink or typewritten, in both words and figures (in case of discrepancy, unit prices shown in words will govern), and the foregoing items must be fully completed and executed when submitted. Bids shall have original signatures, and must be submitted in a SEALED ENVELOPE bearing on the outside, the name and address of the bidder, *the BIDDER'S State of Georgia Utility Contractor License Number*, and name of the project for which the Bid is submitted. The OWNER has the right to reject any bid that does not contain the above information.

# BID MODIFICATIONS WRITTEN ON THE OUTSIDE OF ENVELOPE WILL NOT BE ACCEPTED

#### > Section C-00300, Bid Form

Bid items M1.1 and M1.2 shall be revised as follows (revisions are shown in bold and italics):

Item No.	<u>Description</u>	<u>Unit</u>	Est. No. of Units	Unit Price Bid Total for Item	
M1.1	Select Cutting (20 to 25" DBH) and replanting	EA	175 (trees)	Dollars and Cents (Unit Price in Words)	
M1.2	Select Cutting (15-19.9" DBH) and replanting	EA	175 (trees)	Dollars and Cents  (Unit Price in Words)	
M1.3	Silt Fence	LF	500	Dollars and Cents  (Unit Price in Words)	
M2	Invasive Species Removal - Privet and Kudzu	LS	1	Dollars and Cents (Unit Price in Words)	

#### > Section C-01025, Measurement And Payment

Paragraph 3.09 shall be revised as follows (revisions are shown in bold and italics):

#### 3.09 UNIT PRICE SELECT CUTTING WORK ITEMS

- A. CONTRACTOR shall list unit prices for the select cutting items of work listed in the bid schedule. Prices shall include all costs for equipment, labor, materials, and all incidentals to perform the work. Prices shall include all cost for removal and disposal of select cut trees from project site. *Prices shall include all cost for replanting select cut trees with containerized stock as specified in the drawings*. Prices shall include all cost for erosion control to do the work. The prices shall include all taxes and royalties applicable, for the unit price items. The Owner and Engineer must approve of trees to be select cut prior to the completion of any work the Contractor feels is eligible. Contractor will not be paid for select cutting without prior approval from the Owner and Engineer.
  - 1. M1.1 unit price per tree select cut (20" to 25" diameter at breast height) *and replanted*
  - 2. M1.2 unit price per tree select cut (15" to 19.9" diameter at breast height) *and replanted*

M1.3 – unit price per linear foot of silt fence installed

#### END OF ADDENDUM NO. 2

Z:\PROJECTS\24\24022 Helen Las Vegetation Plan\Bid Phase\BP9-Addendum No. 2\24022 Addendum No 2 20251205.doc

# LAND APPLICATION SYSTEM 2026 SPRAY FIELD VEGETATION IMPROVEMENTS

FOR THE

# CITY OF HELEN

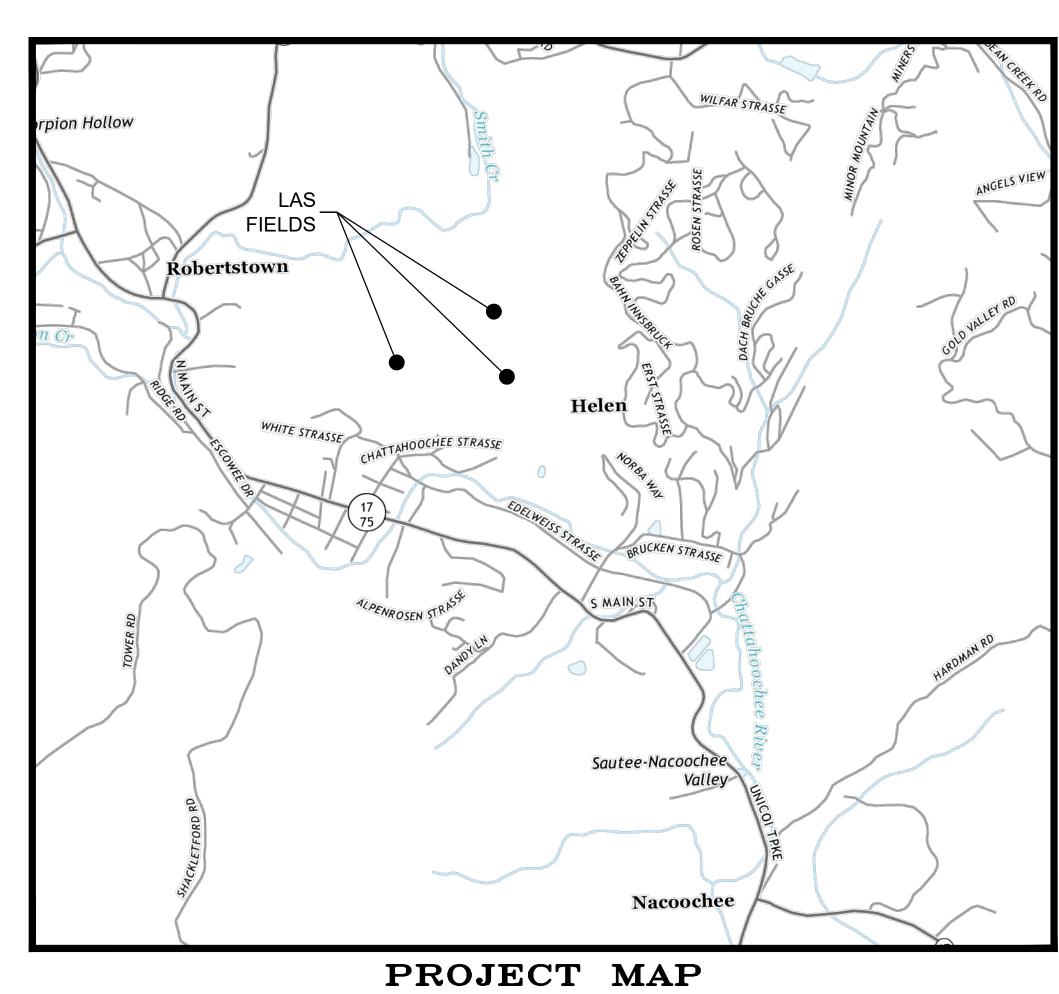
WHITE COUNTY, GEORGIA

# **OCTOBER 2025**

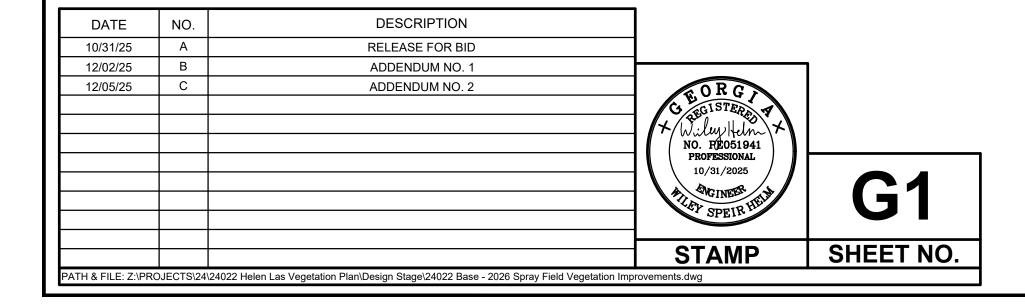
MAYOR	
CLIFF HOOD	
BOARD OF COMMISSIONERS - STEVE FOWLER MERVIN BARBREE LEE LANDRESS HELEN WILKINS	
CITY MANAGER DARRELL WESTMORELAND	
PUBLIC WORKS DIRECTOR JACK MORGAN	

OWNER:

CITY OF HELEN
CITY HALL
25 ALPENROSEN STRASSE,
HELEN, GA 30545
PHONE (706) 878-2733



SHEET INDEX				
SHEET NO.	DESCRIPTION			
G1	COVER SHEET			
G2	GENERAL NOTES & LEGEND			
C1	LAS VEGETATIVE MANAGEMENT PLAN			







#### **GENERAL NOTES:**

- LOCATION OF LOT LINES, PROPERTY LINES, RIGHT-OF-WAY LINES, AND OTHER LAND DIVISION REFERENCES WERE OBTAINED FROM RECORDED DATA, HABERSHAM COUNTY TAX MAPS, AND LAND USE OBSERVATIONS. THE LAND DIVISIONS WERE NOT FIELD CHECKED. THEREFORE, THEY MUST ONLY BE CONSIDERED TO APPROXIMATELY REPRESENT THE ACTUAL LAND DIVISIONS, PROPERTY AND/OR EASEMENTS.
- THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF WORK. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY LOCATION SERVICE AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR TO NOTIFY THE UTILITY PROTECTION AGENCY 72 HOURS PRIOR TO START OF WORK. PHONE 811.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADJUSTMENT OR RELOCATION OF ALL EXISTING UTILITIES, WITH THE EXCEPTION OF POWER AND TELEPHONE. ALL COSTS AND/OR FEES RESULTING FROM UTILITY ADJUSTMENT OR RELOCATION SHALL BE PAID FOR BY THE CONTRACTOR.
- 5. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO EXCAVATION OR DEMOLITION. ADDITIONAL UTILITIES MAY NOT BE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR LOCATIONS SHOWN.
- 6. IF THE CONTRACTOR DAMAGES ANY EXISTING UTILITIES DURING CONSTRUCTION, HE SHALL, AT HIS OWN EXPENSE, HAVE REPLACED OR REPAIRED THE UTILITIES TO THEIR ORIGINAL OR BETTER CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONTACTING ALL AFFECTED UTILITIES PRIOR TO SUBMITTING HIS BID IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATION'S AND/OR ADJUSTMENT WILL AFFECT THE SCHEDULING OF WORK FOR THE PROJECT. SOME UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS, WHILE SOME WORK MAY BE REQUIRED "AROUND" UTILITY FACILITIES THAT WILL REMAIN IN PLACE. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR WILL RECEIVE NO ADDITIONAL COMPENSATION FOR ANY DELAYS OR INCONVENIENCE CAUSED BY THE UTILITY
- CONTRACTOR SHALL MEET ALL LOCAL UTILITY COMPANY REGULATIONS IN ANY READJUSTMENT OR RELOCATION OF EXISTING SERVICES.
- 8. A MINIMUM HORIZONTAL SEPARATION OF 10' SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES UNLESS OTHERWISE SHOWN. AN 18" MINIMUM VERTICAL SEPARATION SHALL BE MAINTAINED AT CROSSINGS OF WATER AND SEWER LINES. WHEN CROSSING A WATER LINE OR SEWER LINE, PIPE JOINTS SHALL BE PLACED AS FAR AWAY AS POSSIBLE FROM THE OTHER PIPE.
- 9. ALL CONSTRUCTION STAKING SHALL BE BY THE CONTRACTOR AT HIS EXPENSE
- 10. WHEN CONSTRUCTION INVOLVES THE REMOVAL OF FENCE, POLES, SIDEWALKS, DRIVE, TEMPORARY OR FIXED STRUCTURES; THE CONTRACTOR AT HIS EXPENSE SHALL PROVIDE FOR TEMPORARY SERVICE OR CONTAINMENT TO THE AFFECTED PROPERTY, AND SHALL REPLACE SUCH ITEMS WITH SIMILAR OR BETTER MATERIALS AS SOON AS PRACTICAL OR AS DIRECTED BY THE OWNER FOLLOWING UTILITY INSTALLATION.
- 11. THE CONTRACTOR SHALL RESTORE OR HAVE RESTORED, AT HIS EXPENSE, ALL EXISTING FACILITIES WHICH HAVE BEEN DAMAGED DUE TO HIS CONSTRUCTION ACTIVITIES, TO THE ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL UTILIZE THE SAME MATERIAL COMPOSITION AS EXISTING TO REPLACE THE EXISTING FACILITIES UNLESS APPROVED OTHERWISE BY THE OWNER.
- 12. SEE SHEETS EC1-EC6 FOR SOIL EROSION AND SEDIMENT CONTROL INFORMATION.
- 13. PEDESTRIAN AND LOCAL VEHICULAR TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SAFETY DEVICES AND FLAGMEN SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE. WRITTEN PERMISSION TO CLOSE THE CONSTRUCTION AREA TO TRAFFIC MUST BE OBTAINED FROM THE APPROPRIATE GOVERNMENT AGENCY PRIOR TO THE CLOSING. ALL LOCAL EMERGENCY SERVICES SHALL BE NOTIFIED IN WRITING A MINIMUM 72 HOURS PRIOR TO ROAD CLOSINGS.
- 14. DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY TRAFFIC CONTROL MEASURES TO ENSURE SAFETY AT ALL TIMES FOR EMPLOYEES, RESIDENTS, AND MOTORISTS, IN ACCORDANCE WITH THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES', LATEST REVISION.
- 15. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OR THE CONTRACTOR'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
- 16. SURVEY AND CONTOUR INFORMATION FOR THE WATER TREATMENT PLANT IS BY LAND DEVELOPMENT SURVEYORS. AUTOCAD FILE: 23107.dwg DATED 3/29/23.
- 17. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL PROPERTY PINS THAT ARE DISTURBED DURING CONSTRUCTION ACTIVITIES.
- 18. DISTURBED LANDSCAPE AREAS SUCH AS TREES, SHRUBS, GRASS LAWNS, ETC. SHALL BE RESTORED AND REPLACED WITH MATERIALS OF LIKE KIND (I.E.: SOD LAWNS SHALL BE REPLACED WITH SOD OF SAME VARIETY AND QUALITY). THE CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING ANY EXISTING TREES, SHRUBS, GRASS LAWNS, OR OTHER EXISTING LANDSCAPE PLANT MATERIALS THAT ARE DAMAGED OR KILLED AS A RESULT OF CONSTRUCTION ACTIVITIES FOR ONE YEAR AFTER INSTALLATION OF WATERLINE. PLANT MATERIAL SHALL BE REPLACED WITH LIKE SIZE AND KIND OR PROPERTY OWNER SHALL BE APPROPRIATELY COMPENSATED. COMPENSATION WILL BE APPRAISED BY A QUALIFIED
- 19. THE WASTEWATER TREATMENT PLANT SHALL REMAIN IN SERVICE DURING CONSTRUCTION. OWNER MAY BE ABLE TO SUSPEND FLOWS FOR SHORT PERIODS OF TIME IF NEEDED. IF LONGER PERIODS OF SHUT DOWN OF VARIOUS COMPONENTS ARE NECESSARY CONTRACTOR MAY BE REQUIRED TO BYPASS THE FLOW FROM AREAS OF WORK. DETAILED PLANS AND COORDINATION FOR BYPASSING SHALL BE APPROVED BY ENGINEER AND OWNER.
- 20. THE CONTRACTOR SHALL MAINTAIN ACCESS ROADS INSIDE THE PLANT DURING CONSTRUCTION. EXCESS MUD SHALL BE REMOVED AND TEMPORARY G.A.B. OR SURGE STONE SHALL BE INSTALLED DURING CONSTRUCTION AT THE DISCRETION OF THE OWNER SO AS TO PERMIT CLEAN, SAFE ACCESS TO THE PLANT COMPONENTS AT ALL TIMES.
- 21. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND SECURE AN APPROPRIATE STAGING AREA (OR AREAS) FOR THE DURATION OF THE PROJECT. THE STAGING AREA (OR AREAS) SHALL PROVIDE A SECURE LOCATION WHERE THE CONTRACTOR CAN STORE MATERIALS DURING THE CONSTRUCTION OF THE PROJECT. PUBLIC ROAD RIGHT-OF-WAYS CANNOT BE USED AS STAGING AREAS. THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR SECURITY OF THE STAGING AREA (OR AREAS). THE OWNER WILL NOT BE RESPONSIBLE FOR ANY THEFT OR OTHER LOSS OF MATERIALS OR EQUIPMENT FROM THE JOB SITE OR FROM A STAGING AREA. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE STAGING AREA. NO SEPARATE PAYMENTS WILL BE MADE TO THE CONTRACTOR FOR THE STAGING AREA.
- 22. CONTRACTOR SHALL PROVIDE THE SERVICES OF A GEOTECHNICAL ENGINEER FOR ALL COMPACTION AND MATERIALS TESTING FOR THE PROJECT

ABBREVIATION		ABBREVIATION	
AFF, A.F.F.	ABOVE FINISHED FLOOR	INV	INVERT
AL	ALUMINUM	I.E., IE	INVERT ELEVATION
ARV	AIR RELEASE VALVE	IPF	IRON PIN FOUND
BLDG	BUILDING	JB	JUNCTION BOX
BM	BENCHMARK	JT	JOINT
ВТМ	воттом	LAS	LAND APPLICATION SYSTEM
B/W	BARBED WIRE	LF, L.F.	LINEAR FOOT
C&G	CURB AND GUTTER	MAX	MAXIMUM
СВ	CATCH BASIN	MFG, MFR	MANUFACTURER
CF, C.F.	CUBIC FEET	MH	MANHOLE
C/L	CENTER LINE	MIN	MINIMUM
CLMN	COLUMN	MJ	MECHANICAL JOINT
CLVT	CULVERT	N.A., N/A	NOT APPLICABLE
CMP	CORRUGATED METAL PIPE	N.I.C.	NOT IN THIS CONTRACT
CO, C/O	CLEANOUT	N/F	NOW OR FORMERLY
CONC	CONCRETE	N.T.S.	NOT TO SCALE
CONSTR	CONSTRUCTION	OPNG	OPENING
CONT, CONT'D	CONTINUED	PERM	PERMANENT
CY, C.Y.	CUBIC YARD	PJF	PRE MOLDED JOINT FILLER
DBH	DIAMETER AT BREAST HEIGHT	P/L	PROPERTY LINE
D.E.	DRAINAGE EASEMENT	PP	POWER POLE
DEPT	DEPARTMENT	PVC	POLYVINYLCHLORIDE PIPE
DI	DROP INLET	PVMT	PAVEMENT
DIAG	DIAGONAL	RCP	REINFORCED CONCRETE PIPE
D.I., D.I.P.	DUCTILE IRON PIPE	REINF	REINFORCE, REINFORCING
D/W	DRIVEWAY	REQD	REQUIRED
EL, ELEV	ELEVATION	R/W, R.O.W.	RIGHT OF WAY
EOP	EDGE OF PAVEMENT	SAN	SANITARY
ER	EDGE OF ROAD	SERV	SERVICE
ESMT	EASEMENT	SHT	SHEET
EX, EXIST	EXISTING	SPG	SPACING
EQ, EQL	EQUAL	SSE	SANITARY SEWER EASEMENT
FAB	FABRICATED	SS, SST	STAINLESS STEEL
FES	FLARED END SECTION	STA	STATION
FFE, F.F.E.	FINISHED FLOOR ELEVATION	STRC	STRUCTURE
FH	FIRE HYDRANT	S/W	SIDEWALK
FIN	FINISHED	T.O.	TOP OF
FM	FORCEMAIN	TBM	TEMPORARY BENCHMARK
FUT	FUTURE	TEMP	TEMPORARY
GDOT	GEORGIA DEPARTMENT OF TRANSPORTATION	UP	UTILITY POLE
GMD	GEORGIA MILITIA DISTRICT	UTIL	UTILITY
GV	GAS VALVE	VERT	VERTICAL
GW	GUY WIRE	WWM	WELDED WIRE MESH
HC	HANDICAPPED	VCP	VITRIFIED CLAY PIPE
HDPE	HIGH DENSITY POLYETHYLENE	WL	WATER LINE
HDWL	HEADWALL	WM	WATER METER
HORIZ	HORIZONTAL	WS	WATER STOP
LP	LIGHT POLE	WV	WATER VALVE

#### **OBSTRUCTIONS ENCOUNTERED:**

IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT FOR THIS PROJECT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES WHICH MAY BE ENCOUNTERED DURING THE CONSTRUCTION OF WORK, AND TO MAKE GOOD ALL DAMAGES DONE TO SUCH PIPES, CONDUITS, AND OTHER STRUCTURES, AS PROVIDED IN THESE SPECIFICATIONS. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS SHALL BE PAID FOR BY THE CONTRACTOR.

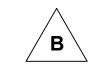
## **VEGETATIVE MAINTENANCE NOTES:**

PERFORMANCE OF THE WORK.

VISIBLE.

- 1. CONTRACTOR TO INCLUDE FOLLOWING ITEMS IN THE SCOPE OF WORK: M1 - SELECT CUTTING TREES M2 - INVASIVE SPECIES REMOVAL - PRIVET AND KUDZU
- 2. SELECT CUTTING SHALL INCLUDE THE FELLING AND REMOVAL FROM SITE OF SELECT TREES THROUGHOUT THE ADEQUATELY FORESTED AREAS OF THE LAND APPLICATION SYSTEM (AREAS NOT REQUIRING REFORESTATION NOR SUPPLEMENTAL PLANTING). THE CONTRACTOR SHALL NOT CUT MORE THAN 10 TREES PER ACRE. THE CONTRACTOR SHALL REPLANT EACH CUT TREE WITH ONE CONTAINERIZED ROOT STOCK FROM TABLE NO 1.
- 3. SPECIAL CARE MUST BE TAKEN FOR TREES CUT NEAR ABOVE GROUND PIPING, SUCH THAT FELLING THE TREE DOES NOT DAMAGE THE PIPING. IF NECESSARY, TEMPORARILY DISASSEMBLE PIPING TO FELL THE TREE TO AVOID ANY DAMAGE AND THEN REASSEMBLE THE PIPING ONCE THE TREE IS REMOVED. COORDINATE ANY PIPE DISASSEMBLY AND REASSEMBLY WITH THE OWNER AND ENGINEER.

### 4. STUMPS FROM FELLED TREES SHALL NOT BE TALLER THAN 24" FROM GRADE.



CONTRACTOR SHALL TAKE CARE TO MINIMIZE ANY GROUND DISTURBANCE FROM FELLING AND REMOVAL OF TREES. WHEN NECESSARY, THE CONTRACTOR SHALL USE SILT FENCE TO PROVIDE EROSION AND SEDIMENTATION CONTROL WHEN FELLING AND REMOVING TREES FROM SITE. NECESSITY OF SILT FENCE SHALL BE DETERMINED BY THE ENGINEER AND COMMUNICATED TO THE CONTRACTOR. 

- CONTRACTOR TO MARK AND ENGINEER TO APPROVE TREES AND SHRUBS SELECTED FOR CUTTING PRIOR TO CONTRACTOR PERFORMING THE MAINTENANCE WORK. 7. SELECT CUTTING SHALL ONLY OCCUR IN AREAS WHERE SLOPES ARE CONDUSIVE TO THE SAFE
- 8. ALL PRIVET AND KUDZU SHALL BE REMOVED FROM THE LAND APPLICATION SYSTEM. SEE SPECIFICATION 02961 - INVASIVE SPECIES REMOVAL FOR APPROVED REMOVAL PROCEDURES.
- 9. INVASIVE SPECIES HAVE BEEN IDENTIFIED IN FIELDS 1, 2, AND 3. CONTRACTOR TO VERIFY LOCATION AND QUANTITY OF KUDZU AND PRIVET ACROSS THE LAND APPLICATION SYSTEM. INVASIVE SPECIES LOCATION AND QUANTITY SHALL BE VERIFIED OUTSIDE OF WINTER, WHEN THE SPECIES ARE MORE



BURNING VEGETATION ON-SITE IS NOT AN ACCEPTABLE DISPOSAL METHOD. 

### EXISTING   PROPOSED   R/W		LEGEND	
PROPERTY LINE	EXISTING		PROPOSED
EDGE OF PAVEMENT	·	ROAD RIGHT OF WAY	
101			P/L
CONTOUR (MAJOR)			
RAW   MATER LINE		, ,	
POTABLE WATER LINE NA POTABLE WATER LINE PW PW PROCESS WASTE LINE PW BRACKWASH LINE SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA SANITARY SEWER LINE NA SANITARY SEWER LINE NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA SANITARY SEWER LINE NA NA NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA NA NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA NA NA SANITARY SEWER LINE NA NA NA SANITARY SEWER LINE NA NA SANITARY SEWER LINE NA NA NA SANITARY SEW		,	
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BW	N/A	FILTERED WATER LINE	
SS SANITARY SEWER LINE  MANHOLE  STREATMENT PLAIN WATER LINES (SIZE AND MATLA SHOTED ON PLANS)  UT UT UT UNDERGROUND TELEPHONE LINE  N/A  UNDERGROUND POWER LINE  N/A  UTILITY POLE  N/A  UTILITY POLE  N/A  LIGHT POLE  N/A  UTILITY POLE  N/A  LIGHT POLE  N/A  LIGHT POLE  N/A  WATER METER  N/A  LAS LINE WISPINICHER  N/A  GATE VALVE  FIRE HYDRANT  N/A  CONCRETE HEADWALL  N/A  CONCRETE JUNCTION BOX  N/A  STORM CULVERT METAL END SECTION  CIL DRAINAGE DITCH  CIL CALIFRAD  N/A  RIPRAP  SECONOMICAL  SPOT ELEVATION  N/A  SPOT ELEVATION  N/A  CONSTRUCTION DETAIL NO.		PROCESS WASTE LINE	
S MANHOLE  STREATMENT PLANT WATER LINES (SIZE AND MATL AS NOTEO ON PLANS)  UT UT UT UNDERGROUND TELEPHONE LINE  UP UP UNDERGROUND POWER LINE  PP PP PP PP OVERHEAD POWER LINE  NIA  UTILITY POLE GUY WIRE  NIA  UTILITY POLE GUY WIRE  NIA  VARD PIPING (TYPE SIZE AND MATL AS NOTEO ON PLANS)  WIM WATER METER  LAS LINE WISPRINKLER  NIA  VARD HYDRANT  STORM CULVERT  STORM CULVERT  DROP INLET  CONCRETE HEADWALL  NIA  CONCRETE JUNCTION BOX  NIA  STORM CULVERT METAL END SECTION  CIL DRAINAGE DITCH  CIL EXISTING STREAM  NIA  RIPRAP  SSD  BENCH MARK  NIA  CONTROL POINT  A  SPOT ELEVATION  NIA  TO BE REMOVED  CONSTRUCTION DETAIL NO.			
TIBEATMENT PLANT WATER LINES	ssss	SANITARY SEWER LINE	N/A
UT UT UNDERGROUND TELEPHONE LINE N/A  UP UNDERGROUND POWER LINE N/A  OVERHEAD POWER LINE N/A  UTILITY POLE N/A  UTILITY	<u>\$</u>	TREATMENT PLANT WATER LINES	<u>\$</u>
UP UNDERGROUND POWER LINE N/A  OVERHEAD POWER LINE N/A  UTILITY POLE N/A  UTILITY POLE N/A  UTILITY POLE N/A  UTILITY POLE N/A  VARD PIPING (TYPE SIZE AND MATL AS NOTED ON PLANS)  WATER METER N/A  USAN OTED ON PLANS  WATER METER N/A  USAN OTED ON PLANS  FIRE HYDRANT N/A  STORM CULVERT  DROP INLET  N/A  CONCRETE JUNCTION BOX  N/A  STORM CULVERT METAL END SECTION  CAL DRAINAGE DITCH  CAL EXISTING STREAM  N/A  N/A  CONTROL POINT  N/A  SPOT ELEVATION  N/A  SPOT ELEVATION  N/A  CONSTRUCTION DETAIL NO.  PGG. GFG. GF9.02  CONSTRUCTION DETAIL NO.	UT UT	,	N/A
PPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP			
UTILITY POLE  UTILITY POLE  N/A  N/A  WA  UTILITY POLE  N/A  WA  WA  UTILITY POLE  N/A  N/A  WA  UTILITY POLE  N/A  WA  UTILITY POLE  N/A  N/A  WA  UTILITY POLE  N/A  WA  UTILITY POLE  N/A  N/A  WA  UTILITY POLE  N/A  N/A  UTILITY POLE  N/A  N/A  UTILITY POLE  N/A  N/A  UTILITY POLE  N/A  UTILITY  UTILITY  UTILITY  N/A  UTILITY  UTILITY  UTILITY  N/A  UTILITY  UTILITY	01	OND ENGINEER OWER EINE	14/1
UTILITY POLE OUT WIRE  LIGHT POLE N/A  VARD PIPING (TYPE, SIZE, AND MATL AS NOTED ON PLANS)  WM WATER METER N/A  LAS LINE W/SPRINKLER N/A  VARD HYDRANT STORM CULVERT  DROP INLET  N/A  CONCRETE JUNCTION BOX N/A  STORM CULVERT METAL END SECTION C/L DRAINAGE DITCH C/L EXISTING STREAM  N/A  N/A  RIPRAP  SES  BENCH MARK N/A  CONTROL POINT  A  SPOT ELEVATION N/A  SPOT ELEVATION  TO BE REMOVED  CONSTRUCTION DETAIL NO.  W/15  D1  UTILITY POLE N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/A	——P——P——P——	OVERHEAD POWER LINE	N/A
LIGHT POLE  NIA  VARD PIPING  (TYPE SIZE AND MATL AS NOTED ON PLANS)  WATER METER  NIA  LAS LINE WISPRINKLER  NIA  LAS LINE WISPRINKLER  NIA  FIRE HYDRANT  NIA  YARD HYDRANT  STORM CULVERT  DROP INLET  NIA  CONCRETE HEADWALL  NIA  CONCRETE JUNCTION BOX  NIA  STORM CULVERT METAL END SECTION  CAL DRAINAGE DITCH  CAL EXISTING STREAM  NIA  NIA  RIPRAP  SSB  GAS LINE  GAS LINE  GAS LINE  GAS LINE  GAS LINE  CONCRETE LEVATION  NIA  NIA  RIPRAP  SSB  GAS LINE  CONCRETE LEVATION  NIA  NIA  CONTROL POINT  A  CONSTRUCTION DETAIL NO.	0	UTILITY POLE	N/A
YARD PIPING (TYPE, SIZE, AND MATL AS NOTEO ON PLANS)  WATER METER N/A  WATER METER N/A  LAS LINE W/SPRINKLER N/A  FIRE HYDRANT N/A  YARD HYDRANT  STORM CULVERT  DROP INLET  N/A  CONCRETE HEADWALL N/A  CONCRETE JUNCTION BOX N/A  STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH C/L EXISTING STREAM N/A  N/A  RIPRAP  SECONDA  BENCH MARK N/A  N/A  SPOT ELEVATION  N/A  TO BE REMOVED  CONSTRUCTION DETAIL NO.	←	UTILITY POLE GUY WIRE	N/A
CTYPE, SIZE, AND MATL AS NOTED ON PLANS)   WM   WATER METER   N/A     FIRE HYDRANT   N/A     YARD HYDRANT     STORM CULVERT     WATER METER   N/A     W	<del>\</del>	LIGHT POLE	N/A
WATER METER NA LAS LINE W/SPRINKLER N/A GATE VALVE FIRE HYDRANT N/A YARD HYDRANT STORM CULVERT  DROP INLET N/A CONCRETE HEADWALL N/A CONCRETE HEADWALL N/A STORM CULVERT METAL END SECTION C/L DRAINAGE DITCH C/L EXISTING STREAM N/A  N/A RIPRAP SS BENCH MARK N/A  N/A CONTROL POINT N/A SPOT ELEVATION N/A TO BE REMOVED  ***********************************		YARD PIPING (TYPE, SIZE, AND MATL AS NOTED ON PLANS)	
FIRE HYDRANT  PARD HYDRANT  STORM CULVERT  DROP INLET  N/A  CONCRETE HEADWALL  N/A  CONCRETE JUNCTION BOX  N/A  STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH  C/L EXISTING STREAM  N/A  N/A  RIPRAP  SEC  GAS LINE  GAS LINE  GAS LINE  CONTROL POINT  A  N/A  SPOT ELEVATION  CONSTRUCTION DETAIL NO.	1	WATER METER	N/A
FIRE HYDRANT  YARD HYDRANT  STORM CULVERT  DROP INLET  N/A  CONCRETE HEADWALL  N/A  CONCRETE JUNCTION BOX  N/A  STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH  C/L EXISTING STREAM  N/A  N/A  RIPRAP  G G G G G G G G G G G G G G G G G G G		LAS LINE W/SPRINKLER	N/A
YARD HYDRANT  STORM CULVERT  DROP INLET  N/A  CONCRETE HEADWALL  N/A  CONCRETE JUNCTION BOX  N/A  STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH  C/L EXISTING STREAM  N/A  N/A  RIPRAP  GAS LINE  GAS LINE  OG GGGG79.02  N/A  SPOT ELEVATION  CONSTRUCTION DETAIL NO.		GATE VALVE	$\bowtie$
STORM CULVERT  DROP INLET  N/A  CONCRETE HEADWALL  N/A  CONCRETE JUNCTION BOX  N/A  STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH  C/L EXISTING STREAM  N/A  N/A  RIPRAP  GAS LINE  G G G G G  BENCH MARK  N/A  N/A  CONTROL POINT  N/A  SPOT ELEVATION  TO BE REMOVED  ***********************************	<b>X</b>	FIRE HYDRANT	N/A
N/A CONCRETE HEADWALL  N/A CONCRETE JUNCTION BOX  N/A STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH  C/L EXISTING STREAM  N/A  N/A  RIPRAP  GAS LINE  GAS LINE  GOTROL POINT  N/A  SPOT ELEVATION  N/A  TO BE REMOVED  ***********************************		YARD HYDRANT	•
N/A         CONCRETE HEADWALL           N/A         CONCRETE JUNCTION BOX           N/A         STORM CULVERT METAL END SECTION           C/L DRAINAGE DITCH            C/L EXISTING STREAM         N/A           N/A         RIPRAP           SB         GAS LINE         G G G G G G G G G G G G G G G G G G G		STORM CULVERT	
N/A         CONCRETE JUNCTION BOX         □           N/A         STORM CULVERT METAL END SECTION         □           C/L DRAINAGE DITCH         □         □           M/A         C/L EXISTING STREAM         N/A           N/A         RIPRAP         SS           GAS LINE         □         □         □           N/A         BENCH MARK         N/A           N/A         SPOT ELEVATION         FG: 679.02           N/A         TO BE REMOVED         ************************************		DROP INLET	
N/A STORM CULVERT METAL END SECTION  C/L DRAINAGE DITCH  C/L EXISTING STREAM  N/A  N/A  RIPRAP  SSO  GAS LINE  GGAS LINE  N/A  N/A  CONTROL POINT  N/A  SPOT ELEVATION  TO BE REMOVED  ***********************************	N/A	CONCRETE HEADWALL	
—	N/A	CONCRETE JUNCTION BOX	
N/A         RIPRAP         SE           C G G G G G G G G G G G G G G G G G G G	N/A	STORM CULVERT METAL END SECTION	
N/A RIPRAP  G — G — G — G — G — G — G — G — G — G		C/L DRAINAGE DITCH	
G — G — G — G — G — G — G — G — G — G —		C/L EXISTING STREAM	N/A
BENCH MARK  N/A  N/A  CONTROL POINT  A  SPOT ELEVATION  TO BE REMOVED  ***********************************	N/A	RIPRAP	
N/A CONTROL POINT  N/A SPOT ELEVATION  TO BE REMOVED  ***********************************	—— G —— G ——	GAS LINE	— G — G — G —
N/A SPOT ELEVATION  TO BE REMOVED   ***********************************	$\boxtimes$	BENCH MARK	N/A
N/A SPOT ELEVATION  N/A TO BE REMOVED   ***********************************	N/A	CONTROL POINT	$\triangle$
CONSTRUCTION DETAIL NO.	N/A	SPOT ELEVATION	FG: 679.02
W15 D1	N/A	TO BE REMOVED	*****
PLAN SHEET NO.		W15	).
		PLAN SHEET NO.	



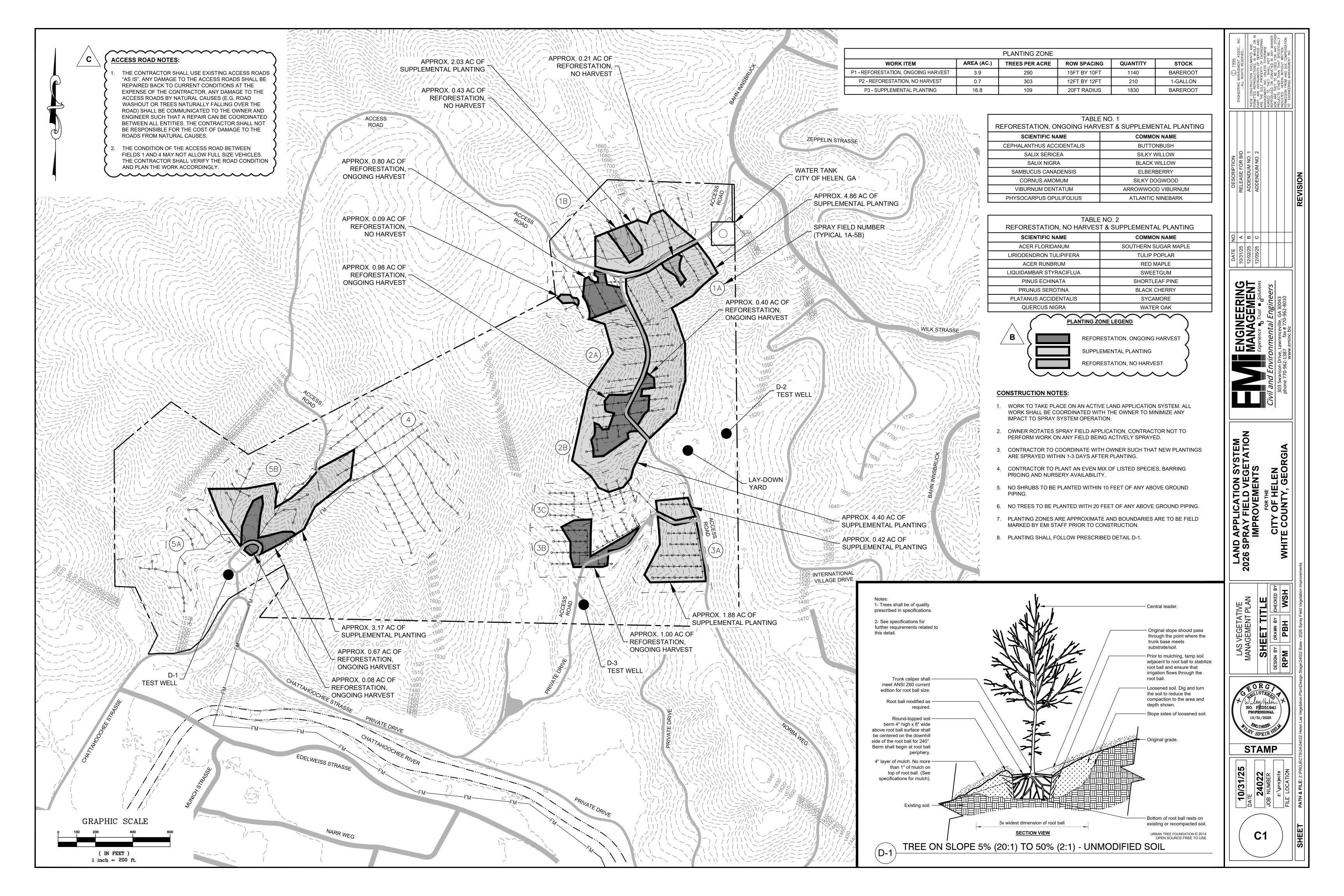
# **Know what's <b>below.**

UT	ILITY OWNER INFORM	IATION
POWER:	GEORGIA POWER HABERSHAM EMC	PHONE: (404) 506-6539 PHONE: (706) 839-4127
LOCAL TELEPHONE/ TELECOMMUNICATIONS:	AT&T WINDSTREAM TRAILWAVE	PHONE: (770) 784-3972 PHONE: (800) 289-1901 PHONE: (800) 640-6812
WATER SYSTEM:	CITY OF HELEN	PHONE: (706) 778-6341
SANITARY SEWER:	CITY OF HELEN	PHONE: (706) 778-6341
GAS:	ATLANTA GAS LIGHT	PHONE: (470) 218-5996



NO. PE051941 STAMP

0/31/2



#### SECTION 00100

#### INSTRUCTIONS TO BIDDERS

#### 1. RECEIPT AND OPENING OF BIDS

The City of Helen, Georgia (herein referred to as "OWNER"), invites Bids on forms attached hereto. All blanks must be appropriately filled in. Bids will be received by OWNER at the address stated in Section 00030. Bids will be publicly opened and read aloud by OWNER at said time and place.

OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in the Bids received, may reject any and all Bids, and may accept any Bid which is deemed most favorable. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a Bid within sixty (60) days after the date of the opening thereof. If a bidder is not selected within sixty (60) days of the bid opening, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their bid.

#### 2. <u>PREPARATION OF BID</u>

Each Bid must be submitted on the prescribed Bid Form and accompanied by the following documents:

Bid Form (Section 300)

Partnership, Corporate or Individual Certificate (Sections 310, 320, and 330)

Bid Bond (Section 410)

Bidder Experience Statement (Section 420)

Subcontractor List (Section 440)

Statement of Equipment (Section 450)

Suppliers Data Sheet (Section 451)

Non-collusion Affidavit of Prime Bidder (Section 460)

Contractor Affidavit for Electronic Verification of Work Authorization Programs (Section 495) Sub-Contractor Affidavit for Electronic Verification of Work Authorization Programs (Section 495)

The following documents will be completed after the Contract has been awarded:

Notice of Award (Section 500)
Agreement (Section 510)
Performance Bond (Section 520)
Labor & Material Payment Bond (Section 530)
Corporate Resolution (Section 00535)
Certificate of OWNER's Attorney (Section 540)
Notice to Proceed (Section 560)

All blank spaces for unit prices, lump sum prices, and alternate bid price schedules must be filled in, in ink or typewritten, in both words and figures (in case of discrepancy, unit prices shown in words will govern), and the foregoing items must be fully completed and executed when submitted. Bids shall have original signatures, and must be submitted in a SEALED ENVELOPE bearing on the outside, the name and address of the bidder, and name of the project for which the Bid is submitted.

The OWNER has the right to reject any bid that does not contain the above information.

## BID MODIFICATIONS WRITTEN ON THE OUTSIDE OF ENVELOPE WILL NOT BE ACCEPTED

#### 3. PRE-BID SUBMITTALS

For approval of alternate material or equipment, see Section 01300 Submittals.

#### 4. CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Bidders are advised to carefully examine the CONTRACT DOCUMENTS, Specifications, and Construction Drawings for the proposed WORK. Construction Drawings indicate the surface and underground structures likely to affect the prosecution of the WORK insofar as they have been determined, but the information indicated is not guaranteed as being correct and complete. Bidders are expected to examine the Construction Drawings and the location of the WORK, verify all information with authorities concerned, to inform themselves of all laws, ordinances and regulations of all authorities having jurisdiction, and to judge for themselves all the circumstances affecting the cost of the WORK and the time required for its completion.

The Bidder shall assume all risks concerning latent physical conditions at the site that may affect his costs, progress or performance of the work.

#### 5. SUBCONTRACTS

Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, must be acceptable to the OWNER. All Subcontractors must submit a Non-Collusion Affidavit.

#### 6. TELEGRAPHIC MODIFICATIONS

# BID MODIFICATION BY TELEGRAPHIC COMMUNICATION WILL NOT BE ALLOWED.

#### 7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required Bonds within fifteen (15) days after he has received the "Notice of Award", shall forfeit to OWNER as liquidated damages the security deposit submitted with his Bid.

#### 8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

See Agreement Section 00510 Article 3.2.

#### 9. METHOD OF BIDDING

Unit prices for each Bid item in the proposal shall include its pro rata share of overhead and profit so that the Base Bid price given on Bid Summary Sheet represents the total bid. Any bid not conforming to this requirement may be rejected as informal.

The correct amount bid for each unit price item is defined as the correct product of the quantity listed

for the item multiplied by the unit price in words. The correct total amount bid for the complete work is defined as the correct sum total of the correct amounts bid for the individual items in the bid form.

#### 10. QUALIFICATIONS OF BIDDER

Each Bidder must submit qualifications with Bid on the prescribed forms provided in the CONTRACT DOCUMENTS. OWNER or OWNER's Representative may make such investigations as it deems necessary to determine the ability of Bidder to perform the WORK and Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bidder if the evidence submitted by or investigation of such Bidder fails to satisfy OWNER, or that such Bidder is not properly qualified to carry out the obligations of the Contract and to complete the WORK contemplated therein within the time constraints.

Each Bidder must furnish in his qualification statement, information relative to the facilities, ability, and financial resources available for the fulfillment of the Contract. Before award is made to a Bidder who is not a resident of the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in event of litigation. Conditions, limitations, or provisions attached by Bidder to the Bid may cause its rejection. Bids containing items not included in the Form of Bid will be considered irregular.

#### 11. BID SECURITY

Each Bid must be accompanied by certified check, cashier's check, or a Bid Bond prepared on the Form of Bid Bond attached hereto, duly executed by Bidder as principal and having as Surety thereon a surety company acceptable to the OWNER, in the amount of five percent (5%) of the Bid. All bonds furnished for the project shall either be authorized by the Insurance Commissioner to do business in Georgia or shall be on the United States Department of Treasury's list of approved bond sureties (Circular 570). Deposits accompanying Bids shall be sealed in the Bid envelope. Except for the three (3) lowest bidders, the Bid security will be returned to the bidder by certified mail within thirty (30) days after the bid opening.

The three lowest bid securities will be returned by certified mail within ten (10) days after the execution of the contract between the OWNER and the successful bidder. If no award has been made within the number of days after the date of bid opening as specified in Article 1 of this section, bidder may demand the immediate return of his bid security.

#### 12. EXECUTION OF BID DOCUMENTS

Bids which are not signed by individuals making them shall have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a bid is signed by an attorney-in-fact, there shall be a power-of-attorney executed by the partners attached to the Bid evidencing authority to sign the Bid.

Bidder shall furnish all data required by these CONTRACT DOCUMENTS. Failure to do so may

result in the Bid being declared non-responsive. Acceptance of Bidder's documentation and substantiation or Contract Award by OWNER does not relieve Bidder of Liability for nonperformance as covered in the CONTRACT DOCUMENTS, nor will Bidder be exempted from any other legal recourse OWNER may elect to pursue.

#### 13. POWER-OF-ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

#### 14. METHOD OF AWARD

Upon careful review and consideration of the Qualifications and Bid Summary (including all alternate prices), OWNER will award Contract to Prime/General CONTRACTOR deemed the lowest responsible and responsive bidder as required by Georgia law. Project award shall be based on the base bid, plus alternates may be awarded at the discretion of OWNER. Bidder to whom the award is made will be notified at the earliest possible date. OWNER reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in OWNER's best interest. A responsive Bidder shall be one who submits his bid in the proper form as called for in the CONTRACT DOCUMENTS, and who binds himself on behalf of this Bid to OWNER with the proper Bid Bond or certified check completed and attached, and who properly completes all forms required to be completed and submitted at the time of bidding.

A responsible Bidder shall be one who can fulfill the following requirements:

- A) Bidder shall maintain a permanent place of business. This requirement applies to Bidder where Bidder is a division or a corporation, or where Bidder is fifty percent (50%) or more owned by a person, corporation or firm.
- B) Bidder shall demonstrate that he has adequate construction management experience and sufficient equipment resources to properly perform the work under and in conformance with these CONTRACT DOCUMENTS. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to Bidder to perform the WORK.
- C) Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incidental to the performance of the WORK covered by these CONTRACT DOCUMENTS. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

#### 15. ADDENDA AND INTERPRETATIONS

No modification of the meaning of the plans, specifications or other bid documents will be made to any Bidder orally.

Requests for clarifications or interpretation of the plans, specifications or other bid documents may be conveyed orally or in writing addressed to Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, Georgia 30043 (Fax No. 770-962-8010), and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of bids. Every modification or clarification of a potentially ambiguous item made to a Bidder will be in the form of a written Addendum to the CONTRACT DOCUMENTS, and when issued, will be on file in the office of the

ENGINEER at least three (3) days before bids are opened. Any Addendums, if issued, will be emailed and mailed by U.S. mail to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the Bids. Failure of any Bidder to receive any such addendum shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the CONTRACT DOCUMENTS.

#### 16. COORDINATION OF CONTRACTS

Each CONTRACTOR shall be responsible for fully understanding the requirements of each contract and how the other contract(s) relate(s) to and affects the work of his contract. Failure to coordinate his contract with the other contract(s) shall in no way lessen or relieve the CONTRACTOR of his responsibilities, nor shall it be cause for claims for additional payment.

#### 17. CONDITIONS OF WORK

Reference General Conditions Section 00700, Article 4.0.

#### 18. SITE CONDITIONS

OWNER does not make any representation as to the soil conditions to be encountered or as to foundation materials. The CONTRACTOR must assume all risk as to the nature and behavior of the soil which may be encountered or of soil, or water, or rock, which underlies the Work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the WORK, whether apparent upon surface inspection or disclosed only in the process of carrying forward the WORK. Reference Section 00700, Article 4.0.

#### 19. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and CONSULTING ENGINEER (also known as Engineering Management, Inc.) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the CONSULTING ENGINEER (Engineering Management, Inc.) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

#### 20. START OF WORK

Reference Section 00700 Article 2.03 and Section 00800, Article 3.1.

#### 21. ADDITIONAL WORK NOT INCLUDED IN THE CONTRACT

Reference Section 00700 Article 3.04.

#### 22. NONDISCRIMINATION IN EMPLOYMENT

See Section 00820 Specific Project Requirements if applicable.

#### 23. <u>CONTRACTOR'S AVAILABILITY</u>

The CONTRACTOR shall have a responsible representative on call at all times. The name and phone number of the representative shall be given to the OWNER and ENGINEER at the preconstruction conference. The CONTRACTOR will also maintain a crew with the necessary tools and equipment available on call after normal working hours, on weekends, during inclement weather, or other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under his contract. All costs for emergency repair shall be at the CONTRACTOR's expense and shall be factored into the bid price. In the opinion of the OWNER, negligence on the part of the CONTRACTOR to satisfy such situations will be just cause for the OWNER to take whatever action necessary to remedy the situation. All costs incurred by the OWNER to remedy such situation will be backcharged to the CONTRACTOR.

#### 24. CONSTRUCTION CLEARING

Whole clearing of construction rights-of-way, easements, or construction sites will not be allowed. Clearing shall be minimized, and the CONTRACTOR shall make every effort to save trees, shrubs and bushes that are within the construction limits. Timber which is cut shall remain the property of the land owner where the cutting occurred.

All trees within the working easements shown on the CONTRACT DOCUMENTS are property of the existing land owners. If the property owner wishes to keep the timber, the CONTRACTORS shall cut the timber in reasonable lengths and stack such timber on OWNER's property. If the property owner does not wish to keep the timber, the timber shall become the property of the CONTRACTOR and shall be removed from the site and disposed of at the CONTRACTOR's expense. All stumps, rubbish, and other material, not suitable as timber, shall be removed from the site at the CONTRACTOR's expense and disposal shall comply with all State and local regulations.

#### 25. SANITARY FACILITIES

Reference Section 01516 Temporary Sanitary Facilities.

#### 26. OFFICE SPACE AND FACILITIES FOR ENGINEER

The CONTRACTOR is not required to provide office space and facilities for the use of the resident project representative.

#### 27. <u>BUILDINGS AND SHANTIES</u>

No shanties, camps, or buildings for the housing of men employed on the WORK shall be erected on land owned or leased by the OWNER without written permission of the OWNER. Should 24-022/12-25 (Instructions to Bidders) 00100-6

permission be asked and granted, the CONTRACTOR must comply with all Local and County regulations regarding the construction and maintenance of such buildings.

#### 28. <u>INTOXICATING LIQUORS AND DRUGS</u>

The CONTRACTOR shall neither permit nor suffer the introduction or use of intoxicating liquor or illegal drugs upon or about the WORK specified in this Contract or upon any of the grounds occupied by him or his employees.

#### 29. LINE AND GRADE

All construction field layout and staking shall be the responsibility of the CONTRACTOR.

#### 30. MEASURES AND WEIGHTS

To aid the ENGINEER in determining all quantities, the CONTRACTOR shall, whenever so requested, provide scales, equipment, and assistance for weighing or for measuring any of the materials.

It is understood and agreed that a "ton" shall mean the short ton of two thousand (2,000) pounds.

Weights and measures of quantity for payment will be the actual weight or actual measure, and no special or trade or so-termed customary allowances will be made, nor will any material which is lost or misplaced be included for payment.

#### 31. ENVIRONMENTAL REQUIREMENTS

Reference Section 00820, Compliance with Clean Air and Water Acts.

#### A. Air Pollution

1. The CONTRACTOR shall be responsible for any necessary burning permits.

#### B. Stream Pollution

- 1. Conduct all work in such a manner as to prevent stream siltation.
- 2. No discharges for untreated or partially treated wastewater to streams is allowed.
- 3. Any State NPDES Stormwater Discharges permit(s) required, including a Notice of Intent (NOI) is the responsibility of the CONTRACTOR.
- 4. Monitoring and reporting requirements associated with a NPDES Stormwater Discharges Permit shall be the responsibility of the CONTRACTOR.

#### 32. INSUFFICIENCY OF SAFETY PRECAUTIONS

Reference Section 00700 Article 6.13

#### 33. <u>ELECTR</u>IC POWER

Reference Section 01511 Temporary Power

#### 34. EXISTING TREES, SHRUBBERY, AND LAWNS

Reference Section 02100 - Site Preparation

#### 35. <u>SEWAGE AND WATER FLOWS</u>

Reference Section 02750 - Relocation and Restoration of Existing Utilities

#### 36. NONSEGREGATED FACILITIES

Reference Section 00820 – Specific Project Requirements.

#### 37. FEDERAL, STATE and LOCAL PERMITS

All anticipated federal, state and local permits required for this project have been obtained.

#### 38. <u>EASEMENTS and RIGHT-OF-WAY</u>

All anticipated easements and right-of-way required for the project have been obtained.

END OF SECTION

#### BID FORM

#### 2026 Spray Field Vegetation Improvements City of Helen, Georgia

THIS BID IS SUBMITTED TO:	
City of Helen City Hall 25 Aplenrosen Strasse	
Helen, GA 30545	(Hereinafter called "Owner")
THIS BID IS SUBMITTED BY:	
(Name)	
(Address)	
(Telephone)	(Hereinafter called "Bidder")

BIDDER, in compliance with the Advertisement for Bids for the construction of this project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the Work required under the CONTRACT DOCUMENTS, of which this proposal is a part.

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below.

Item No.	<u>Description</u>	<u>Unit</u>	Est. No. of Units	Unit Price Bid Total for Item	
00001.00	Allowance for Unforeseen Issues to be Used at the OWNER'S discretion.	LS	1	\$25,000.00 \$25,000.00  Dollars and Cents  Twenty-Five Thousand and 00/100 (Unit Price in Words)	
00002.00	Mobilization – The total of Mobilization & De-Mobilization shall not to exceed 3% of the total bid price.	LS	1	Dollars and Cents  (Unit Price in Words)	
00003.00	De-Mobilization – The total of Mobilization & De-Mobilization shall not to exceed 3% of the total bid price.	LS	1	Dollars and Cents  (Unit Price in Words)	
00520.00	Performance Bond – The total of bods and Insurance shall not exceed 2% of the total bid price.	LS	1	Dollars and Cents  (Unit Price in Words)	
00530.00	Labor & Material Payment Bond – The total of bods and Insurance shall not exceed 2% of the total bid price.	LS	1	Dollars and Cents  (Unit Price in Words)	
00700.00	Insurance – The total of bods and Insurance shall not exceed 2% of the total bid price.	LS	1	Dollars and Cents  (Unit Price in Words)	

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below.

Item No.	<u>Description</u>	<u>Unit</u>	Est. No. of Units	Unit Price Bid Total for Item	
P1	Reforestation (Bare Root Stock)	LS	1	Dollars and Cents (Unit Price in Words)	
P2	Reforestation, No Harvest (1-Gallon Containerized Stock)	LS	1	Dollars and Cents  (Unit Price in Words)	
P3	Supplemental Planting (Bare Root Stock)	LS	1	Dollars and Cents  (Unit Price in Words)	
P4	Additional Planting at Owners Request (Bare Root Stock)	EA	100 (trees)	Dollars and Cents  (Unit Price in Words)	
P5	Additional Planting at Owners Request (1-Gallon Containerized Stock)	EA	10 (trees)	Dollars and Cents  (Unit Price in Words)	

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below.

Item No.	<u>Description</u>	<u>Unit</u>	Est. No. of Units	Unit Price Bid Total for Item	
M1.1	Select Cutting (20 to 25" DBH) and replanting	EA	175 (trees)	Dollars and Cents (Unit Price in Words)	
M1.2	Select Cutting (15-19.9" DBH) and replanting	EA	175 (trees)	Dollars and Cents  (Unit Price in Words)	
M1.3	Silt Fence	LF	500	Dollars and Cents (Unit Price in Words)	
M2	Invasive Species Removal - Privet and Kudzu	LS	1	Dollars and Cents  (Unit Price in Words)	

The Contractor is directed to Section 01025 "Measurement and Payment" for the methods and limits for payments to the Contractor for the pay items listed below.

Total Amount Base Bid: \$	
(Price in Words)	
NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.	

"Notice to Proceed" from	m the OWNER and to fully	s contract on or before a date complete WORK within a of the date specified in this	total construction time of
BIDDER acknowledges	receipt of the following add	enda:	
	Addendum No.	Date Received	
			-
DIDDED	11 0.1		
		the project complete with app he Drawings for the above so	
	ce(s) shall include all labor, the finished work of the sev	materials, bailing, shoring, reral kinds called for.	removal, overhead, profit,
BIDDER understands the in the bidding.	at OWNER reserves the righ	t to reject any or all bids and	to waive any informalities
BIDDER agrees that his	bid shall be good and may n	ot be withdrawn for a period	of()calendar

days after the scheduled closing time for receiving bids.

Upon receipt of the written notice of the acceptance of this bid, BIDDER will execute the formal Contract attached within ten (10) days and deliver a surety bond or bonds, as required by the General Conditions. The bid security attached in the sum of five (5%) percent of the total bid is to become the property of the OWNER in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Respectfully Submitted:	Name:	-
	Address:	
	Phone No.:	
	Fax No.:	
Fm	ail Address.:	
Dun & Bradstreet Data Universal Numbering System (DUNS) No:		
FEDERAL T SOCIAL SECU		
Signature	of Principal:	
	Title:	
	Date:	
	Telephone:	
		ATTEST:
	Signature:	Corporate Secretary/Partner/Notary
		(SEAL)
	Name:	()
	ivaille.	(Please 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

#### SECTION 01025

#### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This Section describes the methods by which measurement will be made of the quantities for which payment will be made for the PROJECT.
- B. The project is to be bid as one (1) contract:

#### 1.02 MEASUREMENT OF WORK

- A. WORK shall be measured by the ENGINEER or his representative, with assistance from the CONTRACTOR prior to preparation of a payment request by the CONTRACTOR.
- B. Unit quantities that are measured in place shall be measured monthly. The CONTRACTOR shall give the ENGINEER a minimum of two days notice for making all required measurements.
- C. Materials that must be measured as delivered shall be measured at the time of delivery by the ENGINEER or his representative; the CONTRACTOR shall provide sufficient advance notice so that such measurements can be made.
- D. WORK completed shall be measured for completion against the schedule of values provided by the CONTRACTOR in accordance with the General Conditions. Related work necessary for a complete and operational job, such as relocation of mail boxes removal of trees, relocation of utilities, field engineering, clearing and grubbing, traffic control, etc., not specifically identified as a pay item shall be included in the unit price bid. No additional payments will be made for such activities.

#### 1.03 PROGRESS PAYMENTS

- A. Progress payments shall be based on the quantity of units installed.
- B. All items of WORK not specifically listed in the Bid Schedule shall be considered incidental to the construction, and the cost of all such work and material shall be included in the prices bid for various items listed.
- C. All items listed for measurement and payment shall include all machinery, plant, materials and labor, etc., to successfully and satisfactorily complete WORK specified.
- D. Payment: The CONTRACTOR will receive payment only for the items listed in the Bid Schedule of his contract, and no separate payments will be made for the work under any section of the CONTRACT DOCUMENTS except as provided for in the Bid Form. Where measurements are required to be made by the ENGINEER, for the payment of a pay item, the failure of the CONTRACTOR to give the adequate notification or failure of the CONTRACTOR to give the ENGINEER assistance for the measurement shall result in the forfeiture of payment for the work or item which was not measured.

ure of payment for the work or item which was not measured. re of payment for the work or item which was not measured.

E. WORK to be paid for as a "Lump Sum" shall be measured for completion against the "Schedule of Values" provided by the CONTRACTOR. The "Schedule of Values" shall be submitted at the preconstruction conference and shall include quantities and prices of items aggregating the total "Lump Sum" and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction.

#### PART 2 PRODUCTS

#### 2.01 STORED MATERIALS

Partial payment shall be made for approved materials stored at the project site, provided invoices for said materials are furnished in accordance with payment request submittal.

#### PART 3 EXECUTION

#### **CONTRACT NO. 1**

## 3.01 ALLOWANCE FOR UNFORESEEN ISSUES TO BE USED AT THE DISCRETION OF THE OWNER

This line item refers to the additional costs for labor and/or materials necessary to address unforeseen issues during construction which are out of the scope of work and not included in any other measurement and payment item or included in any specification section for any item. The Owner and Engineer must approve use of this allowance prior to the completion of any work the Contractor feels is eligible. Contractor will not be paid under this allowance without prior approval from the Owner and Engineer.

#### 3.02 MOBILIZATION AND SET-UP

Payment for this item shall be lump sum and shall include all labor, equipment and materials required to mobilize and set-up or install all necessary equipment to the site for the purpose of the project.

#### 3.03 DE-MOBILIZATION

Payment for this item shall be lump sum and shall include all labor, equipment and materials required to disassemble as necessary, all equipment for the purpose of re-moving all equipment and materials from the site.

#### 3.04 PERFORMANCE BOND (Section 00520)

This bid item shall be paid lump sum and shall cover all costs to provide and execute the performance bond as required in Section 00520 of the Contract Documents. The total of bonds and insurance shall not exceed 2% of the total bid price.

#### 3.05 LABOR & MATERIAL PAYMENT BOND (Section 00530)

This bid item shall be paid lump sum and shall cover all costs to provide and execute labor & material bond as required in Section 00530 of the Contract Documents. The total of bonds and insurance shall not exceed 2% of the total bid price.

3.06 INSURANCE (Section 00700 & Section 800)

This bid item shall be paid lump sum and shall cover all costs to provide for all insurance as required by the Contract Documents. The total of bonds and insurance shall not exceed 2% of the total bid price.

# 3.07 LUMP SUM REFORESTATION, SUPPLEMENTAL PLANTING, AND INVASIVE SPECIES REMOVAL WORK ITEMS

- A. CONTRACTOR shall list the lump sum price for the major items of work listed in the bid schedule. Prices shall include all cost for removal and disposal of invasive species from project site. Prices shall include all costs for equipment, labor, materials, and all incidentals to perform the work. The prices shall include delivery, all taxes and royalties applicable, for the lump sum items.
  - 1. P1-P3
  - 2. M2

#### 3.08 UNIT PRICE ADDITIONAL PLANTING WORK ITEMS

- A. CONTRACTOR shall list unit prices for the additional planting items of work listed in the bid schedule. Prices shall include all costs for equipment, labor, materials, and all incidentals to perform the work. The prices shall include delivery, all taxes and royalties applicable, where specified, for the unit price items. The Owner and Engineer must approve of additional planting prior to the completion of any work the Contractor feels is eligible. Contractor will not be paid for additional planting without prior approval from the Owner and Engineer.
  - 1. P4 unit price per tree planted (bare root stock)
  - 2. P5 unit price per tree planted (1-gallon containerized stock)

#### 3.09 UNIT PRICE SELECT CUTTING WORK ITEMS

A. CONTRACTOR shall list unit prices for the select cutting items of work listed in the bid schedule. Prices shall include all costs for equipment, labor, materials, and all incidentals to perform the work. Prices shall include all cost for removal and disposal of select cut trees from project site. Prices shall include all cost for replanting select cut trees with containerized stock as specified in the drawings. Prices shall include all cost for erosion control to do the work. The prices shall include all taxes and royalties applicable, for the unit price items. The Owner and Engineer must approve of trees to be select cut prior to the completion of any work the Contractor feels is eligible. Contractor will not be paid for select cutting without prior approval from the Owner and Engineer.

- 1. M1.1 unit price per tree select cut (20" to 25" diameter at breast height) and replanted
- 2. M1.2 unit price per tree select cut (15" to 19.9" diameter at breast height) and replanted
- 3. M1.3 unit price per linear foot of silt fence installed

#### END OF CONTRACT NO. 1 - MEASUREMENT AND PAYMENT

END OF SECTION