

**00 91 01**  
**ADDENDUM NUMBER 01**

**Owner:** Gwinnett County Board of Commissioners

**Project:** Gwinnett Place Sewer Phase 2

**Project No.:** F-1622-01

**Addendum No.** 01

**Addendum Date:** 12/05/2025

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**The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form.**

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**ARTICLE 1 – ADDENDUM**

- 1.01 Amend the Contract Documents
- A. Make the additions, modifications, or deletions to the Contract Documents described in this Addendum.
- 1.02 Acknowledge Addenda
- A. Acknowledge receipt of this Addendum in the Bid Form submitted for this Project. Failure to acknowledge receipt of this addendum in the Bid Form may render the Bid as non-responsive and serve as the basis for rejecting the Bid.

**ARTICLE 2 – BID REQUIREMENTS**

- 2.01 No Changes.

**ARTICLE 3 – SPECIFICATIONS**

- 3.01 **33 31 00 Sanitary Utility Sewerage Piping**
- A. Paragraph 3.15-A-6, Page 13.
1. **Add** the following to the air test table:
- | <u>Pipe Diameter</u> | <u>Elapsed Time Minutes/100 feet</u> |
|----------------------|--------------------------------------|
| 30-Inch              | 4.8                                  |
| 48-Inch              | 8.5                                  |
- B. **Delete** paragraph 3.15-B, Page 13.

**ARTICLE 4 – DRAWINGS**

4.01 No changes.

**ARTICLE 5 – APPENDICES**

5.01 Add the following Appendices:

Appendix No.	Appendix Title
01	Encroachment Agreement with Georgia Power <i>Note: The final signature of the agreement is pending. No additional payment shall be made in compliance with the encroachment agreement; however, costs should be included in the unit prices provided for ductile iron pipe.</i>

**ARTICLE 6 – QUESTIONS**

6.01 **Would Gwinnett County consider delaying this bid opening until Mid-January 2026?**

A. No, at this time the deadline will remain as stated in the Notice to Bid.

6.02 **How much flow is on the existing gravity sewer?**

A. See plan sheet 2A, Table 2 for bypass pumping requirements.

6.03 **Can a backup pump be used in lieu of a 24/7 pump watch?**

A. No, a 24/7 pump watch is required.

6.04 **Will the engineer allow air inversion/steam cure instead of water inversion/water cure for the CIPP Lining?**

A. Yes, in accordance with ASTM F1743, latest edition.

**END OF ADDENDUM NO. 01**

After recording, return to:  
Georgia Power Company  
Attn: Land Acquisition (Recording)  
241 Ralph McGill Blvd. NE  
BIN 10151  
Atlanta, GA 30308-3374

## ENCROACHMENT AGREEMENT FOR EASEMENT

ENCROACHMENT ID: **E256424**

SUBJECT: **NORCROSS - SOUTH HALL 500KV TRANSMISSION LINE RIGHT-OF-WAY**  
**LAWRENCEVILLE - NORCROSS 230KV TRANSMISSION LINE RIGHT-OF-WAY**  
**LAWRENCEVILLE - NORCROSS 115KV TRANSMISSION LINE RIGHT-OF-WAY**

**GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **GWINNETT COUNTY**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **325 feet in width** and extending in part through Land Lots **204 & 207**, 6th District, of **Gwinnett County, Georgia**, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A-1 and A-2 (collectively "Exhibit A")**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **sanitary sewer line** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned and set forth in **Exhibit A** meet the Power Company's approval provided the Undersigned conforms to the terms and conditions set forth in **Exhibit B** attached hereto and made part hereof, as well as the following conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30, et. seq. (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's representative in Lawrenceville, Georgia, Phone: 470-208-4478, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.
8. The Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any

way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than fifteen (15) feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **31 of December, 2025**, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### UNDERSIGNED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

TITLE: \_\_\_\_\_

The Power Company has by its duly authorized agent executed this Agreement, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### GEORGIA POWER COMPANY

WITNESS: \_\_\_\_\_

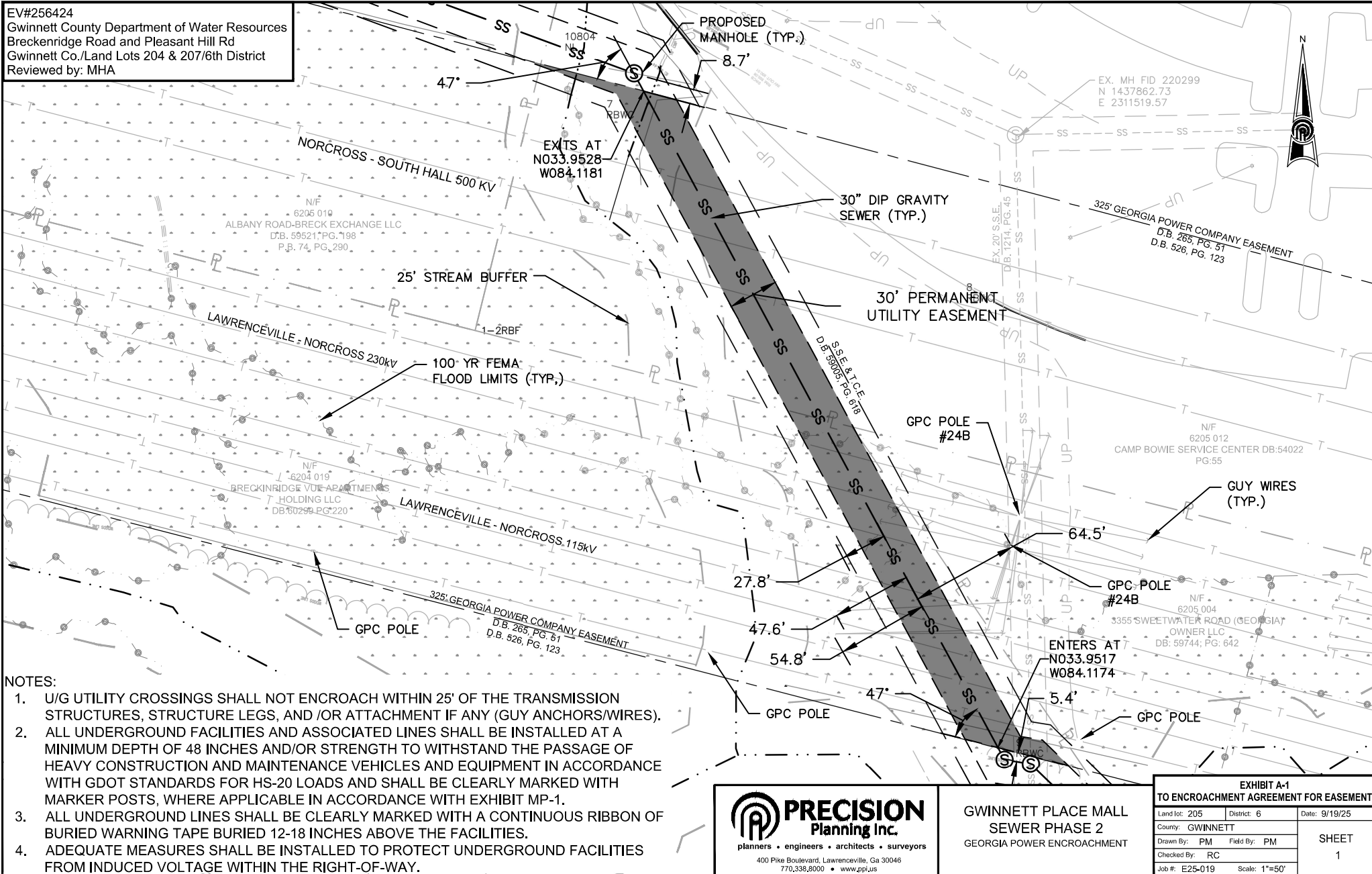
BY: \_\_\_\_\_

NAME: **Shelbi Vickers**

NOTARY PUBLIC: \_\_\_\_\_

TITLE: **Area Transmission Maintenance Supervisor**

EV#256424  
 Gwinnett County Department of Water Resources  
 Breckenridge Road and Pleasant Hill Rd  
 Gwinnett Co./Land Lots 204 & 207/6th District  
 Reviewed by: MHA



NOTES:

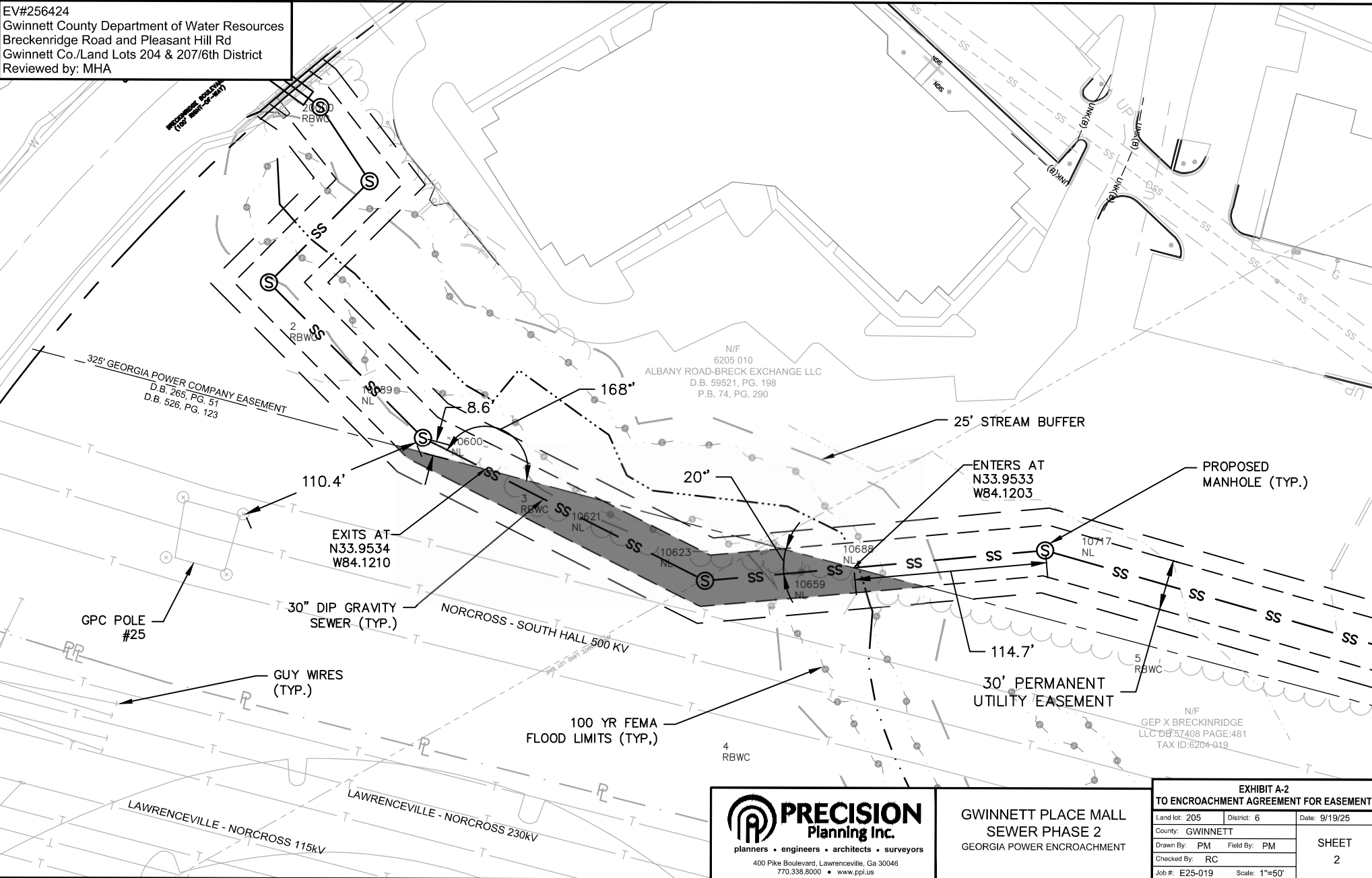
1. U/G UTILITY CROSSINGS SHALL NOT ENCROACH WITHIN 25' OF THE TRANSMISSION STRUCTURES, STRUCTURE LEGS, AND /OR ATTACHMENT IF ANY (GUY ANCHORS/WIRES).
2. ALL UNDERGROUND FACILITIES AND ASSOCIATED LINES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES AND/OR STRENGTH TO WITHSTAND THE PASSAGE OF HEAVY CONSTRUCTION AND MAINTENANCE VEHICLES AND EQUIPMENT IN ACCORDANCE WITH GDOT STANDARDS FOR HS-20 LOADS AND SHALL BE CLEARLY MARKED WITH MARKER POSTS, WHERE APPLICABLE IN ACCORDANCE WITH EXHIBIT MP-1.
3. ALL UNDERGROUND LINES SHALL BE CLEARLY MARKED WITH A CONTINUOUS RIBBON OF BURIED WARNING TAPE BURIED 12-18 INCHES ABOVE THE FACILITIES.
4. ADEQUATE MEASURES SHALL BE INSTALLED TO PROTECT UNDERGROUND FACILITIES FROM INDUCED VOLTAGE WITHIN THE RIGHT-OF-WAY.

**PRECISION**  
 Planning Inc.  
 planners • engineers • architects • surveyors  
 400 Pike Boulevard, Lawrenceville, Ga 30046  
 770.338.8000 • www.ppi.us

GWINNETT PLACE MALL  
 SEWER PHASE 2  
 GEORGIA POWER ENCROACHMENT

EXHIBIT A-1 TO ENCROACHMENT AGREEMENT FOR EASEMENT		
Land lot: 205	District: 6	Date: 9/19/25
County: GWINNETT		SHEET 1
Drawn By: PM	Field By: PM	
Checked By: RC		
Job #: E25-019	Scale: 1"=50'	

EV#256424  
Gwinnett County Department of Water Resources  
Breckenridge Road and Pleasant Hill Rd  
Gwinnett Co./Land Lots 204 & 207/6th District  
Reviewed by: MHA



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770.338.8000 • www.ppl.us

GWINNETT PLACE MALL  
SEWER PHASE 2  
GEORGIA POWER ENCROACHMENT

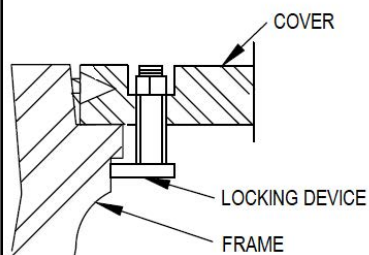
EXHIBIT A-2			
TO ENCROACHMENT AGREEMENT FOR EASEMENT			
Land lot: 205	District: 6	Date: 9/19/25	
County: GWINNETT		SHEET 2	
Drawn By: PM	Field By: PM		
Checked By: RC			
Job #: E25-019	Scale: 1"=50'		

## **EXHIBIT B**

### **TO ENCROACHMENT AGREEMENT FOR EASEMENT**

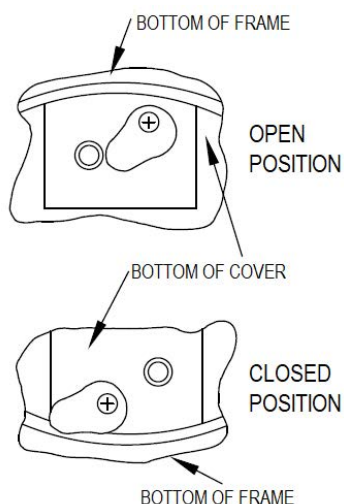
#### **Additional terms and conditions:**

1. The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on **Exhibit A**. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Power Company. In the event of a violation of any of the terms and conditions of this Agreement, Power Company may demand removal of the Encroachments from the right-of-way and Undersigned shall remove the Encroachments within the time specified by Power Company. If Undersigned fails to do so, Power Company may remove the Encroachments at Undersigned's expense.
2. The Undersigned acknowledges that Power Company will operate heavy equipment upon and across the Right of Way Area and Power Company does not intend to take any additional precautions with respect to the use of such equipment. The Undersigned shall construct, operate, and maintain the Encroachments in a manner to protect the same from any damage from the operation of such heavy equipment.
3. All underground facilities shall be installed at a minimum depth of 48 inches and/or strength to withstand the passage of heavy construction and maintenance vehicles and equipment in accordance with GDOT standards for HS-20 loads and shall be clearly marked with marker posts, where applicable, in accordance with **Exhibit MP-1**.
4. Approved manholes shall conform to the standards shown on and be installed in accordance with **Exhibit MH-1** and shall be clearly marked with marker posts in accordance with **Exhibit MP-1**.
5. All underground lines shall be clearly marked with a continuous ribbon of buried cable warning tape buried 12-18 inches above the facilities.
6. Adequate measures shall be installed to protect underground facilities from induced voltage within the right-of-way. It's the Undersigned sole discretion to determine if adequate measures shall be installed to protect its underground facilities from induced voltage within the right-of-way.
7. Roads and sidewalks shall be designed and constructed at a strength to withstand the passage of heavy construction and maintenance vehicles and equipment (HS-20 loading). It's preferred that rolled curbs shall be provided where necessary for GPC access.
8. No lighting is permitted within the transmission right-of-way unless approved in writing by Georgia Power Company.
9. No landscape with a publish maturity height over fifteen (15) feet is permitted within the transmission right-of-way.
10. Storage of construction materials or trailers is not permitted in the Right-of-Way. No dirt pilings shall be directly stored underneath the overhead wires and/or within the wire zone (placed 10 feet away from the outermost overhead wires).
11. Ingress and egress for operating and maintenance purposes shall be available at all times.
12. Anyone performing grading activities will also be responsible for installing and maintaining all sedimentation and erosion control including re-vegetation required by state and local regulations. Grading activities that result in standing water or create erosion around any of the Power Company's facilities are strictly prohibited. All temporary erosion control measures within the right of way shall be removed upon completion and installation of the permanent encroachments. The erosion control plans and measures shall not impede our access to and from the right of way or set-up space around the structures,



**TYPICAL LOCKING DEVICE**

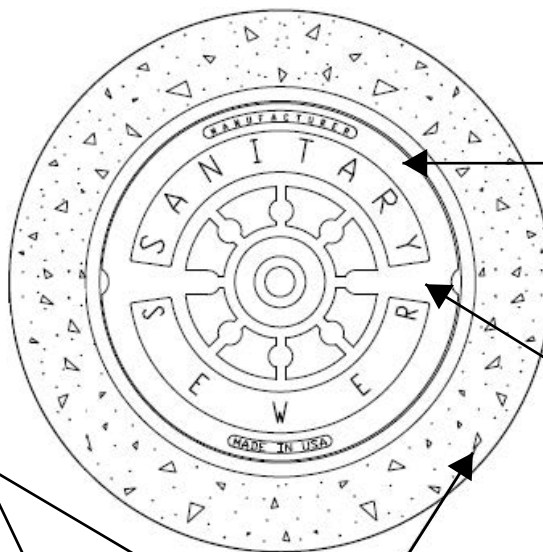
**DETAIL**



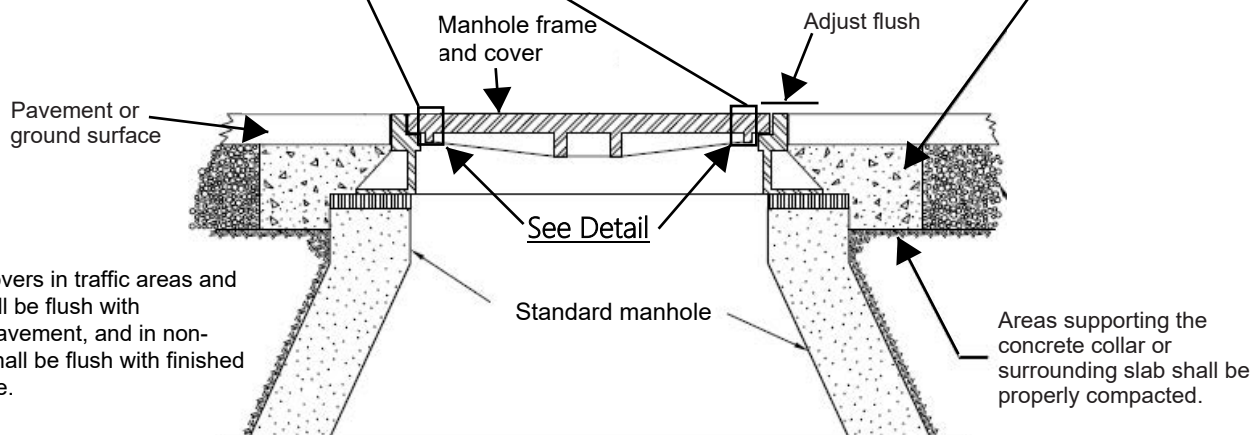
**NOTES:**

1. Manholes and covers shall conform to the standards shown on and be installed in accordance with this Exhibit MH-1.
2. Manholes shall be designed and constructed to prevent vandalism and tampering and to withstand possible impact from heavy construction and maintenance equipment, including without limitation mowing and bush hog type equipment.
3. The cover design, including proposed locking mechanism, shall be submitted to and approved by Georgia Power in advance.
4. Rings shall be anchored to the concrete cone using a minimum of four (4) stainless steel concrete bolts of sufficient length to properly pass through any grade rings.
5. Where circumstances dictate in non-paved areas, the manhole cover shall be installed in a concrete pad at least six inches thick and five feet square or five feet in diameter, flush to the ground surface and of sufficient load-bearing capacity to support vehicular traffic.

Manholes shall have a locking type cover or be secured with tamper-resistant bolts.



3000 PSI concrete encasement



Collars and covers in traffic areas and sidewalks shall be flush with surrounding pavement, and in non-traffic areas shall be flush with finished ground surface.



## Rhino Marking Systems, Inc.

ALL MATERIALS SHALL BE USED AS LISTED, OR  
EQUIVALENT APPROVED BY GEORGIA POWER

### Parts:

- Rhino # TVP90YB - 90" Yellow TriView PLUS™ with Black Cap (using Flex PLUS rod insert) and TriGrip™ anchor system
- GD-5325R-K Decal (printed on reflective stock and factory applied to post)

### NOTES:

1. Marker posts shall be installed in accordance with this Exhibit MP-1 and per the manufacturer's specifications.
2. Posts shall be color coded and labeled to match the type of facility they are marking (Blue = Water, Green = Sewer, Purple = Reclaimed Water, etc.), except that posts marking manholes shall be yellow, with the decal lettering color coded to match the service of the facility to which the manhole is related. Posts shall include the name and contact information for the owner / operator of the utility facility.
3. Markers shall be placed at the following locations: every 500 feet above the center line of buried facilities, at all points of inflection, at the entrance onto and exit from the right-of-way, on each side of road crossings and stream crossings and at all manholes. If the marker post at a manhole is not readily visible from traffic areas or could be obscured by vegetation, a secondary marker post shall be placed between the traffic area and the manhole.

