

CITY OF DACULA
442 Harbins Rd.
P. O. Box 400
Dacula, Georgia 30019
(770) 963-7451

Mayor and City Council

REGULAR MEETING

AGENDA

Date: Thursday, April 1, 2021

Time: 7:00 PM

Place: Dacula City Hall, Council Chambers

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

II. INVOCATION:

III. PLEDGE OF ALLEGIANCE:

IV. MINUTES:

1. Approval of the Minutes from the Regular Council Meeting of March 4, 2021 (pages 3 - 8)

V. OLD BUSINESS:

1. None

VI. NEW BUSINESS:

1. Social media plan and contract for communication services (pages 9 - 11)
2. Bid package for Robin Ridge Drive, Joey Court, and Tecca Court (pages 12 - 149)
3. Proposal for William Street storm drainage project (pages 150 - 158)
4. Bid approval for Dacula City Hall ADA Upgrades (pages 159 - 160)
5. **PUBLIC HEARING: 2021-CD-RZ-02 and 2021-CD-VAR-02**, Applicant: Carter Acquisitions, LLC c/o Mahaffey Pickens Tucker, LLC, Owners: Walton Georgia, LLC et al. and Raul & Rose Mary Velasquez request a rezoning from PMUD Planned Mixed-Use District to M-1 Light Manufacturing District and a variance to increase the maximum building height. The property is located in Land Lots 270 and 271 of the 5th District and contains 43.81 acres more or less. (pages 161 - 218)
6. **Rezoning and Variance Application: 2021-CD-RZ-02 and 2021-CD-VAR-02**, Applicant: Carter Acquisitions, LLC c/o Mahaffey Pickens Tucker, LLC, Owners: Walton Georgia, LLC et al. and Raul & Rose Mary Velasquez request a rezoning from PMUD Planned Mixed-Use District to M-1 Light Manufacturing District and a variance

to increase the maximum building height. The property is located in Land Lots 270² and 271 of the 5th District and contains 43.81 acres more or less. (pages 161 - 218)

7. PUBLIC HEARING: 2021-CD-DEAX-01, Applicant: Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP, Owners: The Labri Group, LP & Randall Keith Powell request deannexation of 13.61 acres from the Dacula City Limits. The property is located in Land Lot 236, Parcel 001, of the 5th District and contains 13.61 acres more or less. (pages 219 - 242)

8. Deannexation Application: 2021-CD-DEAX-01, Applicant: Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP, Owners: The Labri Group, LP & Randall Keith Powell request deannexation of 13.61 acres from the Dacula City Limits. The property is located in Land Lot 236, Parcel 001, of the 5th District and contains 13.61 acres more or less. (pages 219 - 242)

9. PUBLIC HEARING: Ordinance to amend the Conservation Subdivision Overlay District (pages 243 - 246)

10. Ordinance to amend the Conservation Subdivision Overlay District (pages 244 - 246)

11. Ordinance to transfer unencumbered appropriations (pages 247 - 253)

12. Agreement for ad valorem tax and sanitation fee billing and collection (pages 254 - 272)

13. Staff comments

14. Mayor and Council comment(s)

VII. PUBLIC COMMENTS:

VIII. EXECUTIVE SESSION: Personnel, real property, and legal matters

IX. ADJOURNMENT:

CITY OF DACULA

442 Harbins Rd
P. O. Box 400
Dacula, GA, 30019

COUNCIL MEETING

MINUTES

March 4, 2021

I. CALL TO ORDER AND ROLL CALL OF THE MEMBERS:

Mayor King, called the March 4, 2021 Council Meeting to order at 7:00 P.M. and roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

Council Members Present:

Trey King, Mayor
Daniel Spain, Council
Ann Mitchell, Council
Sean Williams, Council

Wendell Holcombe, Council, Absent

City Staff Present:

Joey Murphy, City Administrator
Heather Coggins, Finance Director
Brittini Nix, Director of Planning & Economic Development
Amy White, City Marshal
Chris Parks, Public Works Director
Amy Morris, Accounts Payable Clerk

I. INVOCATION:

Pastor Mark Chandler gave invocation.

II. PLEDGE OF ALLEGIANCE:

Mayor King led the Pledge of Allegiance.

III. MINUTES:

1. Approval of the Minutes from the Regular Council Meeting of February 4, 2021

Mayor King called for a motion to approve the minutes of the Council Meeting of February 4, 2021.

Councilman Spain motioned to approve. Councilwoman Mitchell seconded. Motion passed unanimously.

IV. OLD BUSINESS:

1. None

V. NEW BUSINESS:

- 1. PUBLIC HEARING: 2021-CD-RZ-01 and 2021-CD-VAR-01**, Applicant EVAA, LLC, Owner: Rodney and Cheryl Hall request rezoning from R-1200 Single-Family Residential District to O-I Office Institutional District and variance for buffer reduction. The property is located in Land Lot 303, parcels 004 and 007, of the 5th District and contains 1.84 acres more or less.

Councilman Spain motioned to open the meeting for public comment. Councilman Williams seconded. Motion passed unanimously.

Director of Planning & Economic Development, Brittini Nix, presented the staff report for the application for rezoning from R-1200 to O-I zoning. The applicant has also requested a variance for buffer reduction. Ms. Nix stated staff recommended approval of these requests as the use is consistent with the Dacula Future Land Use Map.

Comment in favor:

Dr. Nooredin Nurani, 1030 Duluth Highway, Lawrenceville, Georgia. Dr. Nurani specializes in sedation dentistry, which is now in greater demand. He added the plan was to build two buildings in this location.

Comment in opposition:

Susan Caron, 348 Dacula Road, which is directly across the street from this project. Ms. Caron felt her property value might be reduced. She also thought there were too many dental offices.

Marilyn Pierre, 2545 Freemans Walk Drive, questioning the access of the sewer system in their subdivision. Ms. Pierre stated she did not understand the easement and wanted further explanation regarding these issues.

Councilman Williams motioned to close the meeting for public comment. Councilman Spain seconded. Motion passed unanimously.

- 2. Rezoning Application: 2021-CD-RZ-01 and Variance Application: 2021-CD-VAR-01**, Applicant EVAA, LLC, Owner: Rodney and Cheryl Hall request rezoning from R-1200 Single-Family Residential District to O-I Office Institutional District and a variance for buffer reduction. The property is located in Land Lot 303, parcels 004 and 007, of the 5th District and contains 1.84 acres more or less.

The following 16 conditions were read into the record:

1. The property shall be developed in accordance with the conceptual site plan prepared by Hayes, James & Associates dated January 4, 2021. Any substantial deviation from the approved conceptual plan

and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.

2. All building exteriors shall be constructed of brick, stone, glass or stucco. All buildings shall have flat roofs with architectural treatments to include canopies and parapets. Mechanical, HVAC and like systems shall be screened from street level on all sides by an opaque wall of brick, stucco, or split faced block. Architectural design shall lend the appearance of multi-tenant occupancy; facades of multi-tenant buildings shall be varied in depth and parapet height. Final architectural plans and color palate shall be submitted to the City for approval.
3. No outdoor storage shall be permitted.
4. A 10-foot wide landscape strip shall be provided along the commercial tract frontage of Dacula Road. The landscape strip shall be planted so as to not impede site distance along Dacula Road. A landscape plan shall be submitted to the City for approval prior to the issuance of a development permit.
5. The required 50-foot undisturbed buffer on the side property lines shall be eliminated and replaced with a 15-foot wide landscape strip. Landscape strips shall be planted with a single row of Leyland Cypress trees, planted 30-foot on center.
6. The required 50-foot undisturbed buffer on the rear property line shall be reduced to a 20-foot undisturbed buffer. Encroachment for one (1) perpendicular sewer line shall be permitted subject to review and approval. A landscape strip shall be required along the rear of the property and with a minimum planting of Leyland Cypress trees, planted 20-foot on center.
7. Opaque fencing along the rear of the property shall be required. The fence shall be a 6-foot high black chain link fence with opaque green, brown, or black slats or a 6-foot high green, brown, or black vinyl fence. Fencing shall be located behind the tree line with location subject to review and approval by the Department of Planning and Development.
8. A parking lot landscape plan shall be submitted to the City for approval. At a minimum, the landscape plan shall include monument sign location and should insure that each parking island/strip will have a minimum of two (2) ornamental shade trees. All parking area trees shall be a minimum of 2-inch dbh caliper.
9. One ground sign shall be permitted. The ground sign shall be monument type only with indirect lighting. Ground sign shall be limited to a single monument-type sign with a brick or stacked stone base of at least 2 feet in height. Neon or self-illuminating ground signs shall be prohibited.
10. Parking lot and security lighting shall be directed in towards the property so as to minimize the adverse impact on neighboring properties.
11. All trash dumpsters shall be screened by an enclosure using the same exterior building material as the adjacent occupied buildings. Pickup shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday. Dumpster enclosures shall remain closed, locked, and in good repair at all times.
12. A 5-foot wide sidewalk shall be constructed/replaced on the property frontage of Dacula Road.
13. A standard deceleration lane with 50-foot taper and 40-foot right-of-way from the centerline shall be required, reviewed, and approved by Gwinnett County Department of Transportation prior to the issuance of a development permit. The developer shall be limited to one curb cut. Prior to the issuance of a development permit, a sight distance certification shall be provided. Minimum

separation from a driveway, public road, or side street shall be provided as specified in the Gwinnett County Unified Development Ordinance.

14. The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure.
15. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site without appropriate permit(s). No decorative balloons or hot-air balloons shall be displayed on the site.
16. Human sign spinners and/or twirlers shall be prohibited.

Mayor King called for a motion to approve or deny, with conditions, the rezoning application 2021-CD-RZ-01 from applicant EVAA, LLC, Owner: Rodney and Cheryl Hall from R-1200 Single-Family Residential District to O-I Office Institutional District. The property is located in Land Lot 303, parcels 004 and 007, of the 5th District and contains 1.84 acres more or less.

Councilman Williams motioned to approve rezoning application 2021-CD-RZ-01 with 16 conditions [listed above]. Councilman Spain seconded the motion. Motion passed unanimously.

Mayor King called for a motion to approve or deny, with conditions, the variance application 2021-CD-VAR-01 from the applicant EVAA, LLC, Owner: Rodney and Cheryl Hall variance for buffer reduction. The property is located in Land Lot 303, parcels 004 and 007, of the 5th District and contains 1.84 acres more or less.

Councilman Spain motioned to approve the variance application 2021-CD-VAR-01 with 16 conditions [listed above]. Councilwoman Mitchell seconded. Motion passed unanimously.

3. Acceptance of deannexation application

Mayor King called for a motion to accept the deannexation application.

Councilman Williams motioned to accept the application. Councilwoman Mitchell seconded. Motion passed unanimously.

4. Social Media Policy adoption

Mayor King called for a motion to adopt the Social Media Policy effective immediately.

Councilwoman Mitchell motioned to adopt the Social Media Policy. Councilman Williams seconded. Motion passed unanimously.

5. Re-adoption of the Dacula Fee Schedule

Mayor King called for a motion to re-adopt the Dacula Fee Schedule effective immediately.

Councilman Spain motioned to adopt the Social Media Policy. Councilwoman Mitchell seconded. Motion passed unanimously.

City of Dacula
Meeting Minutes
March 4, 2021
Page Five

6. Proposed ordinance amendment – Dumpster Enclosure

Mayor King called for a motion to adopt an ordinance amendment to create subsection 14-38 (Dumpster Enclosures) effective immediately.

Councilman Spain motioned to adopt the ordinance as proposed. Councilman Williams seconded. Motion passed unanimously.

7. Marshal vehicle replacement

Mayor King called for a motion to authorize the City Administrator to purchase, equip and outfit a 2021 Dodge Ram 1500 for the Marshals' Department in an amount not to exceed \$45,000.

Councilwoman Mitchell motioned to purchase the vehicle as proposed. Councilman Williams seconded. Motion passed unanimously.

8. Staff comments

None

9. Mayor and Council comment(s)

None

VI. PUBLIC COMMENTS:

Ankit Nakrani, 4990 Arbor View Parkway, Acworth, Georgia, spoke requesting the City revisit the Alcohol Ordinance to allow for a second liquor store.

VII. EXECUTIVE SESSION: Personnel, potential legal matters, and real property

Councilman Spain motioned to exit regular session. Councilman Williams seconded. Motion passed unanimously. Regular session adjourned and executive session began for the purposes of personnel, potential legal matters and real property at 7:43 p.m.

Councilman Spain motioned to exit executive session and reconvene to regular session. Councilman Williams seconded. Motion passed unanimously. Regular session reconvened at 8:19 p.m.

City Attorney, Jack Wilson, reported there were no votes taken in executive session. The Council met to discuss personnel, potential litigation and real property issues as allowed by the Open Meetings Act.

Mr. Wilson stated there were some personnel matters that required a vote in the open meeting.

Mayor King requested a motion to hire Tyler Pace (March 9, 2021) and Hunter Sutton (March 23, 2021) at the rate of \$15 per hour with benefits as provided to employees.

Councilman Spain motioned to approve. Councilwoman Mitchell seconded. Motion passed unanimously.

Mayor King requested a motion to create a new position of Front Desk Clerk at a pay rate of \$17.50 to \$19.50 per hour with benefits depending on qualifications with the job description prepared by staff.

Councilman Williams motioned to approve. Councilman Spain seconded. Motion passed unanimously.

VIII. ADJOURNMENT:

Councilman Spain motioned to adjourn. Councilman Williams seconded. Motion passed unanimously. Meeting adjourned at 8:21 p.m.

Minutes approved

Date

Signature

Return to Agenda

TO: Mayor and City Council of the City of Dacula
FROM: Joey Murphy, City Administrator
DATE: March 17, 2021
SUBJECT: Social media plan and contract for communication services

BACKGROUND: Nikki Perry, Strategic Communications Consultant, will present a draft of the Social Media Plan for the Mayor and City Council's review at the April 1, 2021 Council Worksession.

A contract for creating and managing the City's social media account(s) has been provided should the City decide to move forward with creating a social media account. The subject contract is attached for your review and the fees for services are below:

Fees for Services:

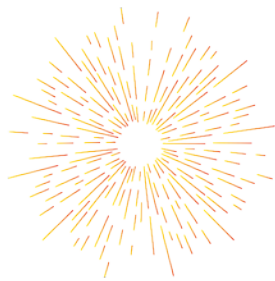
Social Media Startup - \$2,000
Social Media Management - \$750 / month

Total for 2021: \$8,750

The FY-2021 Budget appropriated funds for social media services.

Best Regards,

Joey Murphy, City Administrator



Nikki Perry

Strategic Communications Consultant

678.333.1279 nikkigperry@gmail.com

CONTRACT FOR COMMUNICATIONS SERVICES

March 3, 2021

Objectives

Thank you for the opportunity to provide communications services to the City of Dacula. Following is the scope of services and fee schedule for social media account creation and ongoing management.

Scope of Services

Social Media Startup

1. Create social media accounts on behalf of the City, as directed.
2. Establish a strategy for ongoing account management, based on the adopted social media policy and City priorities.
3. Build a kickoff campaign with graphics and verbiage for the City website and social media.

Social Media Management

1. Work with staff to identify information that should be shared on social media platforms.
2. Post updates on the city's social media platforms. Expected time to accomplish updates is 10 hours per month.

Fees for Services

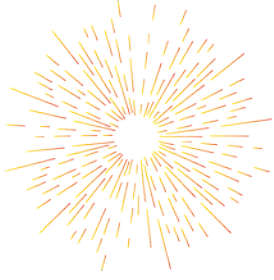
Task	Fee
Social Media Startup	\$2,000
Social Media Management	\$750/month

Payment

Client will only be billed for services requested and completed by Consultant. For additional assignments accepted by Consultant, Client will be provided with scope and fee schedule prior to commencement of work.

Fees for services are payable to Nikki Perry. Client shall be billed monthly upon completion of services. Invoices are due and payable 30 days from date of invoice.

The contract may be terminated by either party upon 30 days written notice. Consultant will be compensated for all work performed prior to receipt of written notice.



Nikki Perry

Strategic Communications Consultant

678.333.1279 nikkigperry@gmail.com

Consultant:
Nikki Perry
6512 Misty Harbor Ct.
Flowery Branch, GA 30542

City of Dacula:

[Return to Agenda](#)

TO: Mayor and City Council of the City of Dacula
FROM: Joey Murphy, City Administrator
DATE: March 22, 2021
SUBJECT: Robin Ridge Drive, Joey Court, and Tecca Court Bid Package

BACKGROUND: The Robin Ridge Drive, Joey Court, and Tecca Court bid documents have been finalized and provided for your review and approval. Improvements include asphalt milling, repaving, and the installation of new roll curb and gutter on Robin Ridge Drive, Joey Court, and Tecca Court. A new 5-foot sidewalk will be installed on the north side of Robin Ridge Drive and tied into the existing sidewalk on McMillan Road. Driveway aprons will be replaced, repaired, or adjusted as necessary.

The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) of \$545,807.02. Pursuant to the 2014 and 2017 SPLOST Referendums, this project is fully funded.

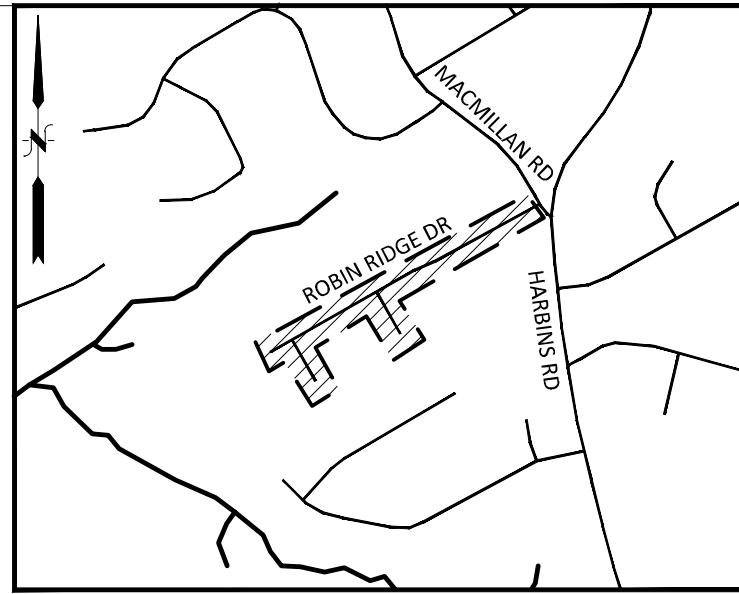
It is my recommendation that the Mayor and City Council approve the bid package as provided and grant authorization to solicit for public bids.

Best Regards,

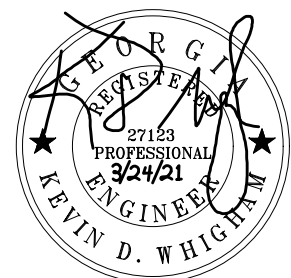
Joey Murphy, City Administrator

ROBIN RIDGE DRIVE, TECCA COURT, AND JOEY COURT ASPHALT PAVING IMPROVEMENTS / SIDEWALK PROJECT

5TH DISTRICT, LAND LOT 276
GWINNETT COUNTY
DACULA, GEORGIA



VICINITY MAP
(NOT TO SCALE)



McFARLAND-DYER
& ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE: (770) 932-6550
FAX: (770) 932-6551
WWW.GCMDANET

CITY OF DACULA

OWNER:

442 HARBIN RD
DACULA, GA 30019

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

LAND LOT: 276
DISTRICT: 5TH
GWINNETT COUNTY
DACULA, GEORGIA

DATE DESCRIPTION
03/24/2021 BID DOCUMENTS

JOB NO: 24005
DRAWN BY: RWJ
CHECKED BY: KDW

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McFARLAND-DYER
& ASSOCIATES, INC.

COVER
SHEET
C000

GENERAL NOTES:

- SITE AREA : 1.88 ACRES
ZONED: RIGHT OF WAY
DISTURBED AREA: 0.20 ACRES
- LOCATION : ROBIN RIDGE DR, TECCA COURT, JOEY COURT
LAND LOT 276, 5TH DISTRICT, GWINNETT COUNTY.
- LAST EXISTING USE : RESIDENTIAL ROADS
- PROPOSED USE: RESIDENTIAL ROADS WITH PARTIAL SIDEWALK
- OWNER/DEVELOPER : CITY OF DACULA
442 HARBIN RD
DACULA, GA 30019
JOEY MURPHY
770-963-7451

DESIGNER/ENGINEER : MCFARLAND - DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
KEVIN WHIGHAM (770) 932-6550 ,
KWhigham@goMDA.net

CONTACT PERSON:
- BOUNDARY, TOPOGRAPHY & SITE INFORMATION PREPARED BY MCFARLAND-DYER & ASSOCIATES, INC. DATED 03/15/2021
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF DACULA DEVELOPMENT REGULATIONS AND ALL APPLICABLE COUNTY, STATE AND FEDERAL CODES, STANDARDS AND REGULATIONS.
- FIRM MAP NUMBER 13135C007GF, EFFECTIVE SEPT. 29, 2006, INDICATES THAT THIS TRACT DOES NOT LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD. THE SUBJECT SITE IS LOCATED IN A FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN.
- THERE IS NO STORM MANAGEMENT PROVIDED FOR THIS PROJECT.
- THERE ARE NO LAKES, STREAMS AND OTHER WETLANDS ON THE SITE AND ASSOCIATED BUFFERS.

- NOTES:
- LIMIT DISTURBANCE TO MINIMUM AMOUNT AS POSSIBLE.
 - DOCUMENT & PHOTOGRAPH EXISTING CONDITIONS, NOTIFY & COORDINATE WITH PROPERTY OWNERS PRIOR TO CONSTRUCTION.
 - MINIMIZE DISTURBANCE OF EXISTING LANDSCAPE.
 - LANDSCAPE OUTSIDE OF THE RIGHT-OF-WAY THAT IS DAMAGED DURING CONSTRUCTION TO BE REPLACED IN-KIND AND SHALL BE INCLUDED IN THE BID.

TABLE 1 – PAVEMENT CORE SUMMARY

Core No.	Approximate Pavement Thickness, inches	Approximate Depth of Base Course, inches	Subgrade Condition
1	5	6½	Firm
2	4¾	6½	Firm
3	5½	6	Firm
4	5½	5½	Soft Upper Soils
5	5½	6	Firm
6	5	6½	Firm
7	5	6½	Firm
8	7	4½	Soft Upper Soils
9	4¾	6	Firm
10	8¾	4½	Soft Upper Soils
11	5	6	Firm
12	6	6	Firm

GEOTECHNICAL REPORT:

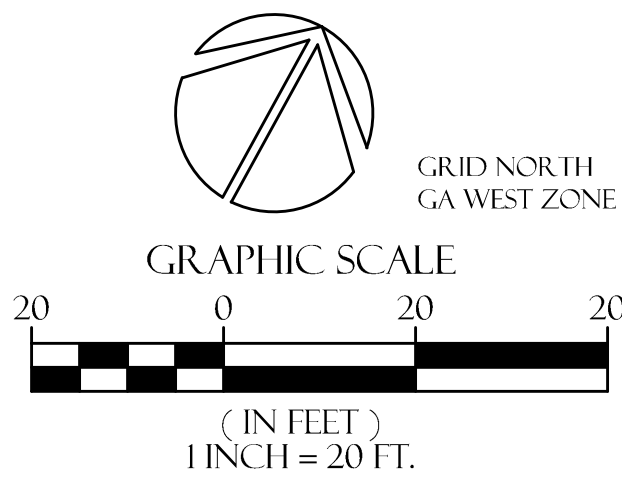
- REFERENCE ASPHALT CORING REPORT DATED FEBRUARY 22, 2021, PERFORMED BY SOUTHERN GEOTECHNICAL CONSULTANTS.

WARNING:

Contractors, subcontractors, vendors and suppliers are advised that the contract documents consist of Design Professional-reproduced printed, bound, and numbered specifications, Design Professional-reproduced printed, bound and numbered blue or black line prints, addenda, post-bid addenda, and change orders only. Documents reproduced by parties other than Design Professional, whether in hard copy or electronic format shall not be considered part of contract documents and do not supersede the provisions of the contract documents. The contractor, subcontractor, vendors, and suppliers are solely responsible for verification that information utilized in bidding, development of shop drawings and construction of facility are identical to contract documents.

DRAWING INDEX

REVISION DATE	SHEET NO.	SHEET NAME
	C000	COVER SHEET
	REF-1	REFERENCE SURVEY
	REF-2	REFERENCE SURVEY
	REF-3	REFERENCE SURVEY
	C100	DEMOLITION PLAN
	C101	DEMOLITION PLAN
	C102	DEMOLITION PLAN
	C200	SITE LAYOUT PLAN
	C201	SITE LAYOUT PLAN
	C202	SITE LAYOUT PLAN
	C300	GRADING & DRAINAGE PLAN
	C301	GRADING & DRAINAGE PLAN
	C302	GRADING & DRAINAGE PLAN
	C400	EROSION CONTROL NOTES
	C410	EROSION CONTROL PHASE I
	C411	EROSION CONTROL PHASE I
	C412	EROSION CONTROL PHASE I
	C420	EROSION CONTROL PHASE II #III
	C421	EROSION CONTROL PHASE II #III
	C422	EROSION CONTROL PHASE II #III
	C430	EROSION CONTROL DETAILS
	C431	EROSION CONTROL DETAILS
	C406	EROSION CONTROL DETAILS
	C500	CONSTRUCTION DETAILS
	C501	CONSTRUCTION DETAILS



GENERAL NOTES:

1. FIRM MAP NUMBER 13135C0076F, EFFECTIVE 09/29/2006, INDICATES THAT THESE TRACTS DO NOT LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD.
2. THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE. NO ABSTRACT OR TITLE SEARCH WAS PERFORMED BY THE SURVEYOR TO DISCOVER THE EXISTENCE OF ANY EASEMENTS.
3. THE PREMISES SHOWN AND DESCRIBED HEREON ARE SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, AND/OR SETBACK LINES WHETHER OR NOT THEY MAY BE SHOWN ON THE PLAT HEREON OR WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATES WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTION ON THE USE OF THE PROPERTY.
4. ELEVATIONS DETERMINED BY A TRIMBLE R6 GPS, MODEL #4 AND ELEVATIONS ADJUSTED TO GEOID03 ~ NAVD88.
5. MCFARLAND-DYER & ASSOCIATES, INC. HAS NOT PERFORMED A BOUNDARY SURVEY ON ANY OF THE PARCELS SHOWN.



A TRIMBLE R6 GPS TOTAL STATION WAS USED TO OBTAIN THE ANGULAR MEASUREMENTS LISTED IN THE PREPARATION OF THIS PLAT.
FIELD DATA WAS OBTAINED ON 03/02/2021.

DESCRIPTION
LIMITED TOPOGRAPHIC SURVEY

DATE
03/15/2021

JOB NO. 210005
DRAWN BY: CDW/MP
CHECKED BY: MP
SURVEYED BY: IW

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MCFARLAND-DYER & ASSOCIATES, INC.

SURVEY FOR:
CITY OF DACULA
(ROBIN RIDGE DRIVE)

111276 & 3015TH DISTRICT
CITY OF DACULA
WINNIE COUNTY, GEORGIA

LIMITED TOPOGRAPHIC SURVEY

SHEET 1 OF 3

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

REFERENCE SURVEY
REF-1

LEGEND	ABBREVIATIONS
	INV INVERT ELEVATION
	CMP CORRUGATED METAL PIPE
	RCP REINFORCED CONCRETE PIPE
	DIP DUCTILE IRON PIPE
	FFE FINISHED FLOOR ELEVATION
	TBM TEMPORARY BENCHMARK
	GM GAS METER
	GV GAS VALVE
	FDC FIRE DEPARTMENT CONNECTION
	UGCM UNDERGROUND CABLE MARKER
	GLM GAS LINE MARKER
	IP INDICATOR POST
	WLM WATER LINE MARKER
	CB COMMUNICATIONS BOX
	UB UTILITY BOX
	PB PLAT BOOK
	DB DEED BOOK
	N/F NOW OR FORMERLY
	SSMH SANITARY SEWER MANHOLE
	DWCB DOUBLE WING CATCH BASIN
	SWCB SINGLE WING CATCH BASIN
	PI PEDESTAL INLET
	FES FLARED END SECTION
	CONC CONCRETE
	MB MAIL BOX
	TF TRANSFORMER
	H/C HEATING AND COOLING UNIT
	BH BORE HOLE

This plat and permitted reproductions, in whole or in part, are instruments of service and are the sole property of McFarland-Dyer & Associates, Inc. unless otherwise agreed to, they shall not be reproduced or conveyed in any manner nor are they to be used for any projects other than specifically indicated hereon without written authorization from and due compensation to McFarland-Dyer & Associates, Inc.

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. This plat does not extend to any unnamed person, persons, or entity without the express recertification of the surveyor naming such person, persons, or entity.

ROBIN RIDGE DRIVE
65' R/W

BARNARD ROAD
80' R/W

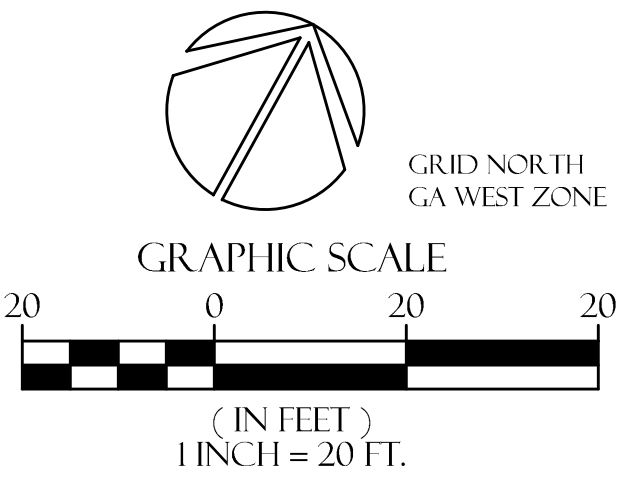
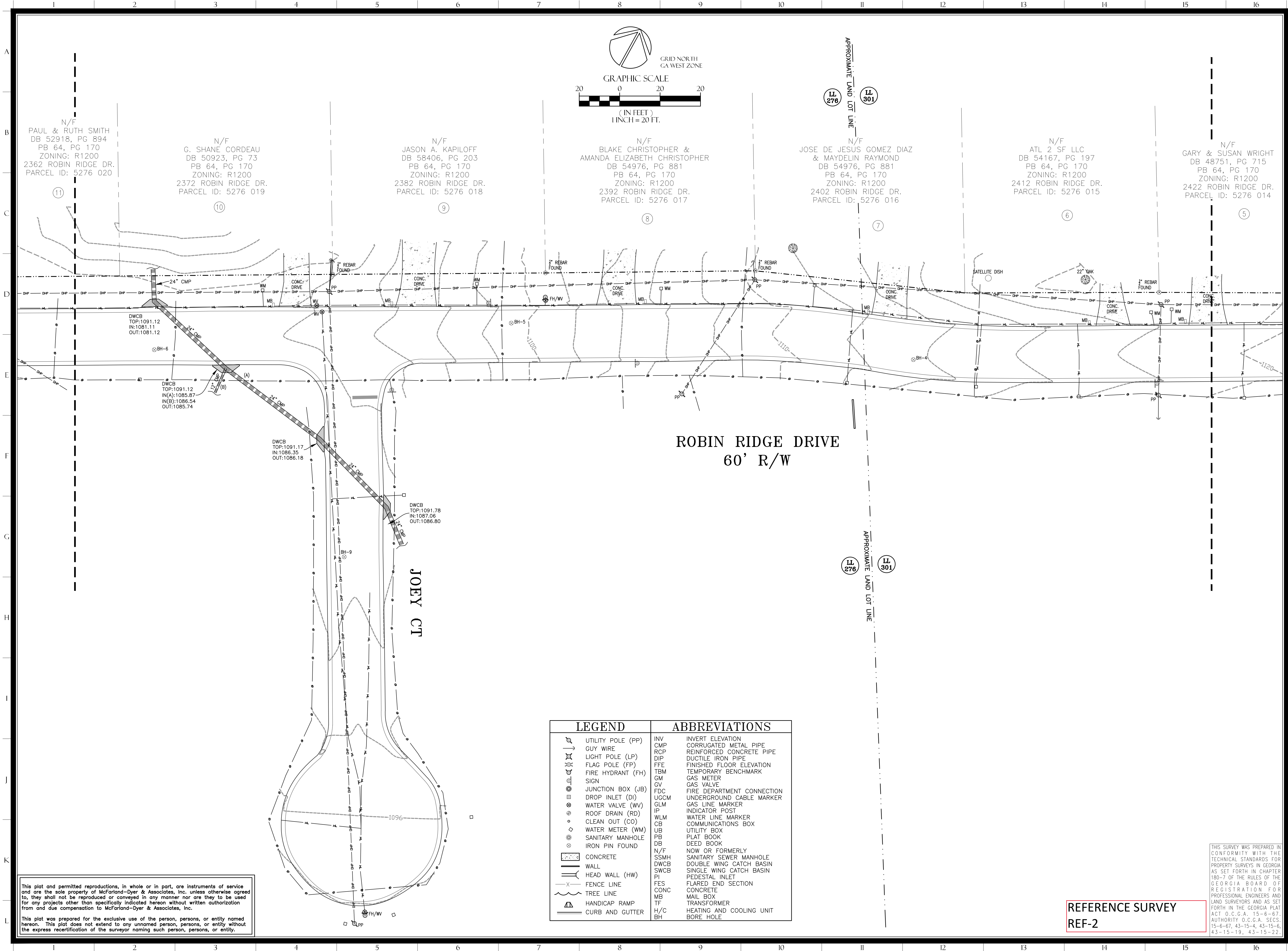
N/F
GARY & SUSAN WRIGHT
DB 48751, PG 715
PB 64, PG 170
ZONING: R1200
2422 ROBIN RIDGE DR.
PARCEL ID: 5276 014

N/F
DAVID & ROSE M. TOLEDO
DB 27952, PG 207
PB 64, PG 170
ZONING: R1200
2432 ROBIN RIDGE DR.
PARCEL ID: 5276 013

N/F
DANNIE CARLENA CLAY
DB 16674, PG 17
PB 64, PG 170
ZONING: R1200
2442 ROBIN RIDGE DR.
PARCEL ID: 5276 012

N/F
CONSTANTIN BODNARESCU
DB 52015, PG 842
PB 64, PG 170
ZONING: R1200
2452 ROBIN RIDGE DR.
PARCEL ID: 5276 011

N/F
MATHEW E. FARLEY
DB 24846, PG 130
PB 64, PG 170
ZONING: R1200
2462 ROBIN RIDGE DR.
PARCEL ID: 5276 010



LEGEND		ABBREVIATIONS	
	UTILITY POLE (PP)	INV	INVERT ELEVATION
	GUY WIRE	CMP	CORRUGATED METAL PIPE
	LIGHT POLE (LP)	RCP	REINFORCED CONCRETE PIPE
	FLAG POLE (FP)	DIP	DUCTILE IRON PIPE
	FIRE HYDRANT (FH)	FFE	FINISHED FLOOR ELEVATION
	SIGN	TBM	TEMPORARY BENCHMARK
	JUNCTION BOX (JB)	GM	GAS METER
	DROP INLET (DI)	GV	GAS VALVE
	WATER VALVE (WV)	FDC	FIRE DEPARTMENT CONNECTION
	ROOF DRAIN (RD)	UGCM	UNDERGROUND CABLE MARKER
	CLEAN OUT (CO)	GLM	GAS LINE MARKER
	WATER METER (WM)	IP	INDICATOR POST
	SANITARY MANHOLE	WLM	WATER LINE MARKER
	IRON PIN FOUND	CB	COMMUNICATIONS BOX
	CONCRETE	UB	UTILITY BOX
	WALL	PB	PLAT BOOK
	HEAD WALL (HW)	DB	DEED BOOK
	FENCE LINE	N/F	NOW OR FORMERLY
	TREE LINE	SSMH	SANITARY SEWER MANHOLE
	HANDICAP RAMP	DWCB	DOUBLE WING CATCH BASIN
	CURB AND GUTTER	SWCB	SINGLE WING CATCH BASIN
		PI	PEDESTAL INLET
		FES	FLARED END SECTION
		CONC	CONCRETE
		MB	MAIL BOX
		TF	TRANSFORMER
		H/C	HEATING AND COOLING UNIT
		BH	BORE HOLE

ROBIN RIDGE DRIVE
60' R/W

JOEY CT

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REFERENCE SURVEY
REF-2

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

McFarland-Dyer & Associates
Professional Engineers and Land Surveyors
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (404) 525-1100
Fax: (404) 525-1101
www.mcd.com

DATE: 03/15/2021

JOB NO: 210005
DRAWN BY: CDWMP
CHECKED BY: MP
SURVEYED BY: IW

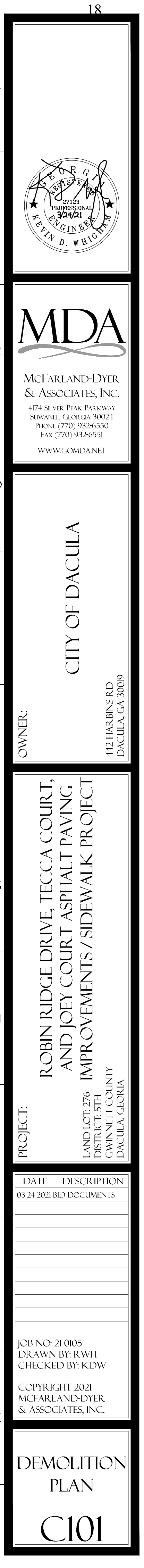
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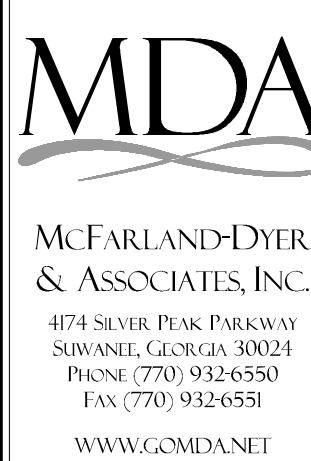
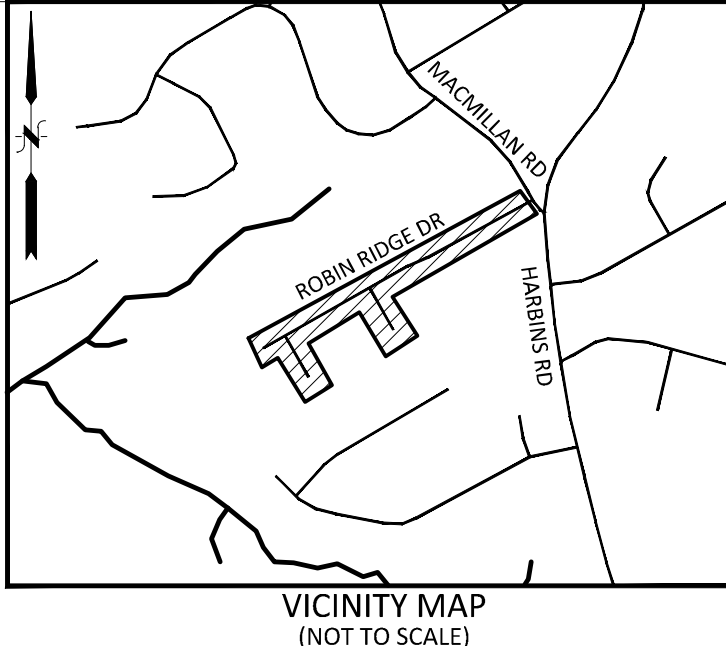
SURVEY FOR:
CITY OF DACULA
(ROBIN RIDGE DRIVE)

LL 276 & 301 5TH DISTRICT
CITY OF DACULA
CWINNETH COUNTY, GEORGIA

LIMITED TOPOGRAPHIC SURVEY

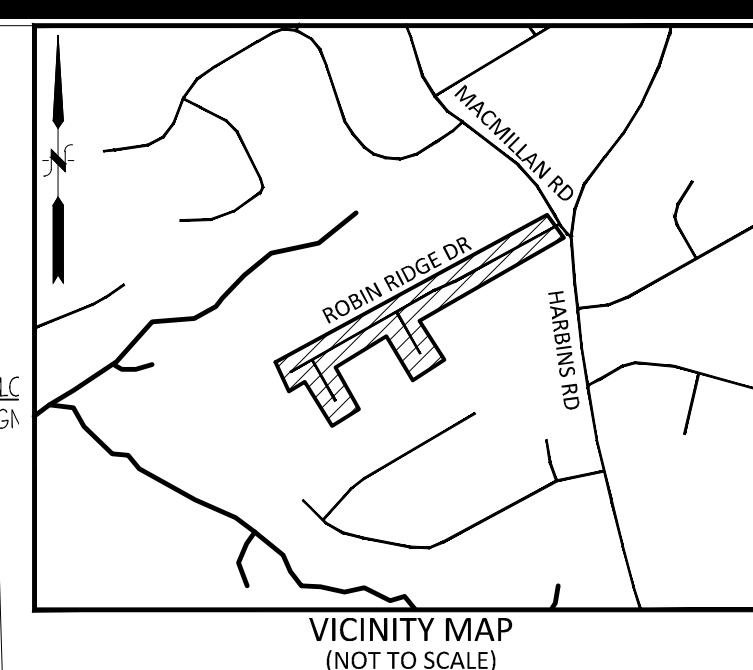
SHEET 2 OF 3





PROJECT: ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

DEMOLITION
PLAN
C102



CITY OF DACULA

4442 HARBINS RD
DACHUANG, CA 92008

LAND LOT: 276 IN
DISTRICT: 5TH
GWINNETT COUNTY
Dacula, Georgia

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SITE
LAYOUT
PLAN
C201

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JOEY MURPHY
770-963-7451

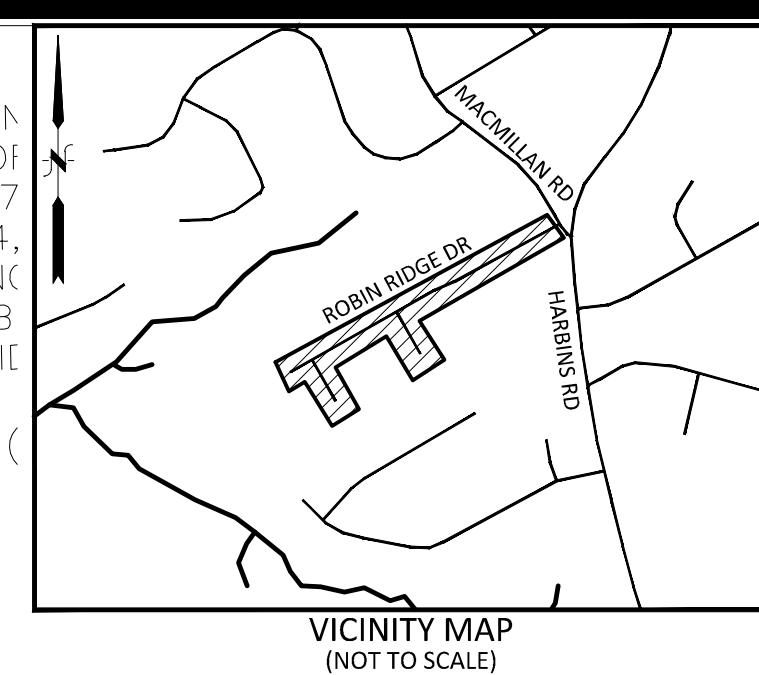


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GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT



CITY OF DACULA

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

PROJECT:

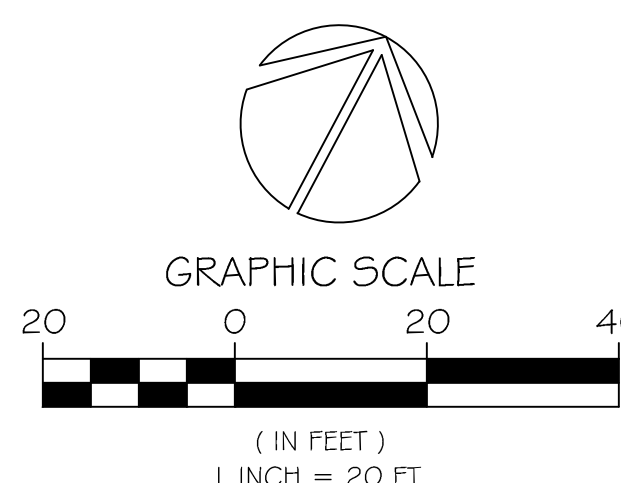
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JOB NO: 21-0105
DRAWN BY: RWH
CHECKED BY: KDW

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SITE
LAYOUT
PLAN
C202

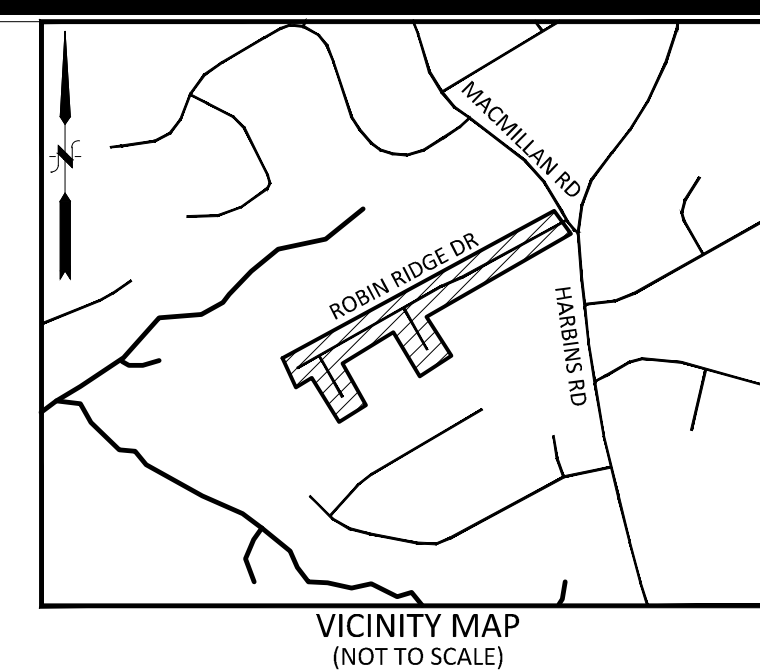
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24 HOUR CONTACT
CITY OF DACULA

JOEY MURPHY
770-963-7451

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**McFARLAND-DYER
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4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
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CITY OF DACULA

4442 HARBINS RD
DACHUANG, CA 92008

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

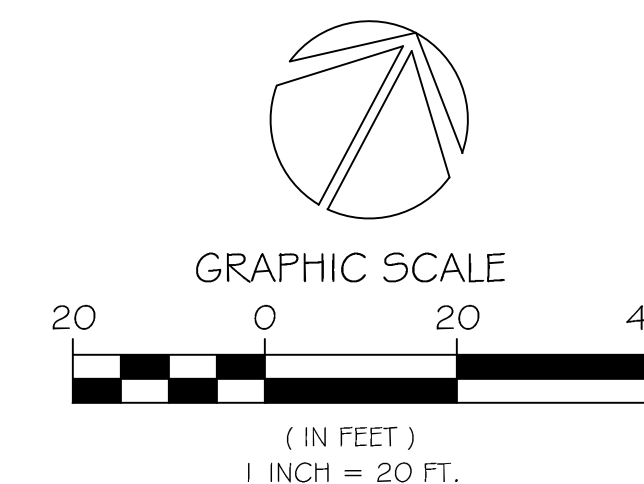
PROJECT:

DATE	DESCRIPTION
03-24-2021	BID DOCUMENTS

JOB NO: 21-0105
 DRAWN BY: RWH
 CHECKED BY: KDW

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GRADING & DRAINAGE PLAN C300



24 HOUR CONTACT
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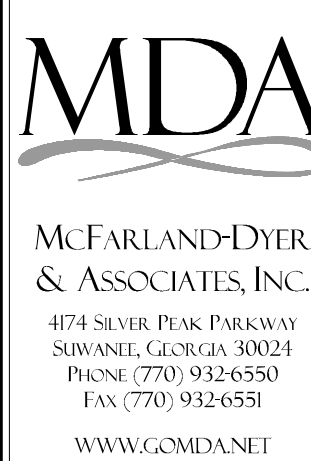
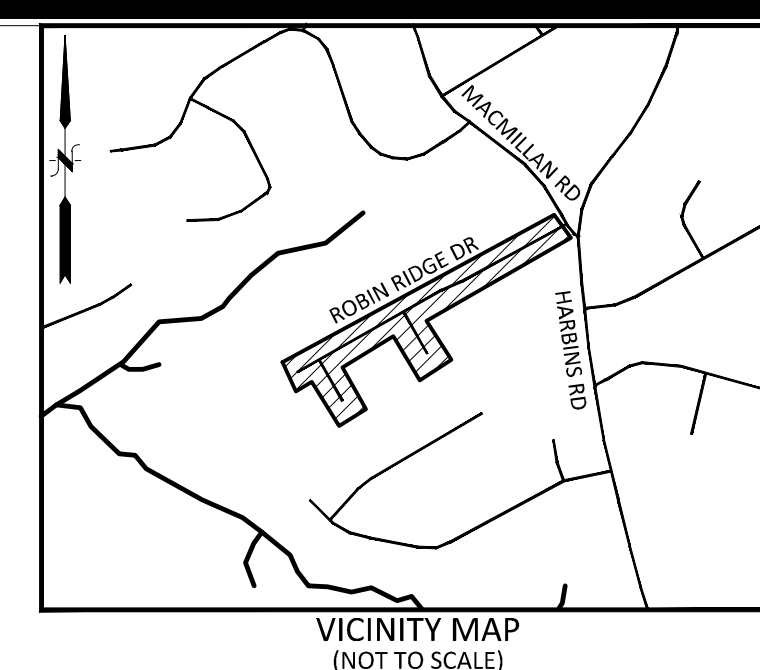
JOEY MURPHY
770-963-7451



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*PROPOSED GRADES OF EACH ROAD IS ONLY SHOWN TO GRAPHICALLY DEPICT THE CROWNING OF THE ROAD ONCE ASPHALT MILLING AND PROPOSED ASPHALT RE-TOPPING HAS BEEN HAS BEEN COMPLETED.

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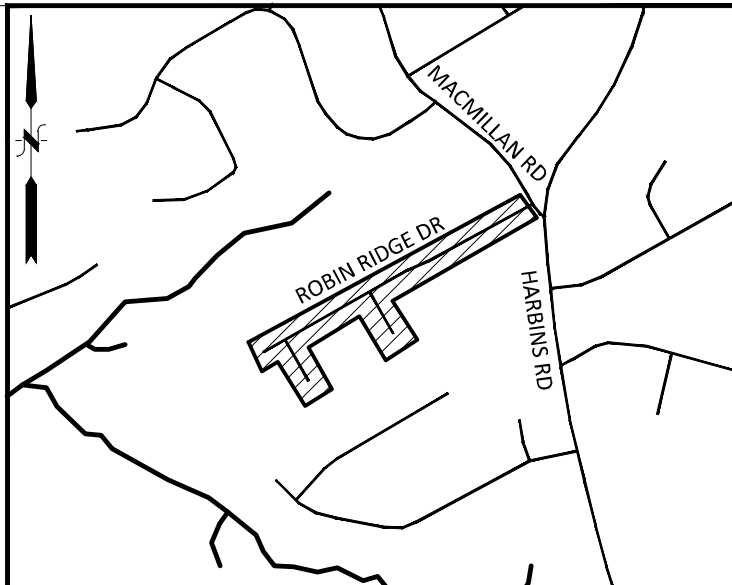


PROJECT: ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

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GRADING
& DRAINAGE
PLAN
C301

24-HOUR CONTACT
CITY OF Dacula
JOEY MURPHY
770-963-7451



24 HOUR CONTACT
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[illegible]

SITE LAYOUT PLAN C302

EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN (ES&PC) NOTES:

- EXISTING LAND USE: ROADWAY
- SITE LOCATION: ROBIN RIDGE DRIVE, TECCA COURT, AND JOEY COURT
Dacula, Gwinnett County
LAND LOT 276, 5TH DISTRICT
- PROPOSED USE AND DESCRIPTION OF CONSTRUCTION ACTIVITY: RESIDENTIAL ROADWAY WITH PARTIAL SIDEWALK IMPROVEMENTS
- TOTAL SITE AREA: 1.88 ACRES
- TOTAL DISTURBED AREA: 0.30 ACRES
- OWNER/DEVELOPER/PRIMARY PERMITTEE: CITY OF DACULA
442 HARBINS RD.
DACULA, GA 30019
MR. JOEY MURPHY
(770) 932-7451
- SECONDARY PERMITTEES:
NAME: _____ COMPANY: _____
ADDRESS: _____ ADDRESS: _____
PHONE NO: _____ PHONE NO: _____
FAX NO: _____ FAX NO: _____
SIGNATURE: _____ SIGNATURE: _____
- 24 HOUR LOCAL CONTACT FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL: JOEY MURPHY (770) 932-7451
- THERE ARE STATE WATERS LOCATED ON-SITE.
- THE WETLAND INVENTORY MAP HAS BEEN CONSULTED AND SHOW THAT WETLANDS ARE NOT LOCATED ON THE SITE, HOWEVER THE SITE WAS EXAMINED BY A WETLAND SPECIALIST AND THERE ARE WETLANDS LOCATED ON THE SITE WITHIN THE BUFFERS OF THE STATE WATERS.
- RECEIVING WATER(S) IS: UNNAMED TRIBUTARY OF HOPKINS CREEK
- SOIL SERIES FOR THE PROJECT SITE INCLUDE: A4, CbB3, CkC3, GcE3, CuB, GbB2, Ga, MaE3, MaD2, & WdO3.
- DESCRIPTION OF THE MEASURES TO BE INSTALLED DURING CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORMWATER THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED:
PRODUCT SPECIFIC PRACTICES
PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ON-SITE VEHICLES AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATERS, NATURAL DRAINS, AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LAYER TO PREVENT MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.
PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCTS WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS, AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS.
CONCRETE TRUCK WASHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON-SITE.
FERTILIZER/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURERS SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.
BUILDING MATERIALS - NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ON-SITE. ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.
- INITIAL PERIMETER BEST MANAGEMENT PRACTICES (BMPs): C6, Sd1, Sd2, Du, Ds1, Ds2.
- INTERMEDIATE GRADING AND DRAINAGE BMPs: Sd1, Ds1, Ds2, C6, Sd2-FP.
- FINAL BMPs: Ds4, Sd2-FP.
- THIS SITE DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM MAP 13135C0076F, DATED SEPTEMBER 29, 2006.
- ESTIMATE OF PRE-CONSTRUCTION 25 YEAR PEAK DISCHARGE FLOW AT : 10.50 CFS
- ESTIMATE OF POST-CONSTRUCTION 25 YEAR PEAK DISCHARGE FLOW AT : 11.30 CFS
- CRITICAL AREAS LOCATED ON-SITE ARE IDENTIFIED AS: Ss, AT THE END OF EACH WORK DAY ALL SLOPES 2:1 OR STEEPER AND HIGHER THAN 5 FEET SHALL RECEIVE SURFACE ROUGHENING, POLYMERS, AND EROSION CONTROL MATTING. ADDITIONALLY, ALL FILL SLOPES SHALL RECEIVE A DIVERSION DIKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE PREVENTING DRAINAGE SPILLING OVER THE DIKE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASED IN HEIGHT.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.*
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.*
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY CEASED, WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVERS OR OTHER ADVERSE WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE, WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASE, E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THE STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.*
- TEMPORARY SEDIMENT BASIN, RETROFITTED DETENTION POND, AND/OR EXCAVATED INLET SEDIMENT TRAPS FOR EACH COMMON DRAINAGE LOCATION PROVIDING A MINIMUM 67 CUBIC YARDS OF SEDIMENT STORAGE PER ACRE DRAINED MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBING ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.*
- SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FULL VOLUME.*
- CONTRACTOR TO CLEAN OUT ACCUMULATED SILT IN DETENTION POND AT THE END OF CONSTRUCTION ACTIVITIES WHEN THE DISTURBED AREAS HAVE BEEN STABILIZED.
- CONTRACTOR TO PROVIDE DETENTION POND AS-BUILTS AND RECORD DRAWINGS THAT SHALL INCLUDE TOPO OF POND TO CALCULATE POND VOLUMES AND OUTLET CONTROL STRUCTURE DETAILS AND INFORMATION TO COMPLETE AN AS-BUILT HYDROLOGY STUDY TO VERIFY THAT THE DETENTION POND WILL FUNCTION AS IT WAS DESIGNED.*
- MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER.*
- ADDITIONAL SOIL EROSION CONTROL MEASURES WILL BE ADDED IF DETERMINED TO BE NEEDED BY ON-SITE INSPECTIONS.*
- STANDARDS AND SPECIFICATIONS ALL DESIGN SHALL CONFORM TO AND/OR WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL BY THE GA-SOIL 4 WATER CONSERVATION COMMISSION."
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- CONCENTRATED FLOW AREAS AND ALL SLOPES STEEPER THAN 2.5:1 WITH A HEIGHT OF TEN FEET OR GREATER SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKET.*
- ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION. CUT AND FILL OPERATIONS SHALL BE KEPT TO A MINIMUM.*
- ADEQUATE PROVISIONS SHALL BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO THE CUT FACE OF EXCAVATIONS OR THE SLOPING SURFACES OF FILLS.*
- GRADING OPERATIONS SHALL NOT ENDANGER ADJOINING PROPERTIES.*
- STRIPPING OF VEGETATION, REGRADING, AND OTHER DEVELOPMENT ACTIVITIES SHALL BE CONDUCTED IN SUCH A MANNER SO AS TO MINIMIZE EROSION.*
- FILLS SHALL NOT ENCROACH UPON NATURAL COURSES OR CONSTRUCTED CHANNELS IN A MANNER SO AS TO ADVERSELY AFFECT OTHER PROPERTY OWNERS.*
- ALL FILL SLOPES SHALL HAVE SILT FENCE PLACED AT THE SLOPES TOE.*
- CONTRACTOR SHALL REMOVE ALL SILT FENCE AND ALL OTHER TEMPORARY EROSION SEDIMENTATION AND POLLUTION CONTROL MEASURES ONCE SITE IS FINAL STABILIZED AND AFTER ALL GRASSING REQUIREMENTS HAVE BEEN COMPLETED BY THE CONTRACTOR TO THE OWNERS AND CODE SATISFACTION AND BEFORE THE CONTRACTOR LEAVES THE SITE.*
- ALL WASTE DISPOSAL SHALL BE HAULED OFF TO A STATE AUTHORIZED LANDFILL. NO WASTEDERBIS MATERIAL WILL BE BURIED ON-SITE WITHOUT COUNTY/STATE PERMIT. SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES IV D.2.C.(1)).
- ALL PERMITTEES SHALL ENSURE AND DEMONSTRATE THAT THE SITE IS IN COMPLIANCE WITH THE ES&PC PLAN WITH RESPECT TO ALL APPLICABLE STATE AND LOCAL WASTE WATER DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS. (NPDES IV D.2.C.(3)).
- CONTRACTOR SHALL MAINTAIN CONSTRUCTION EXITS TO PREVENT TRACKING OF MUD INTO PUBLIC RIGHT-OF-WAY.*
- OFF-SITE VEHICLE TRACKING OF DIRT, SOILS, AND SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED OR ELIMINATED TO THE MAXIMUM EXTENT PRACTICAL (NPDES IV D.2.C.(2). CONTRACTOR SHALL USE PM-POLYACRYLAMIDE (PAM) FOR DUST CONTROL, ETC. AT CONSTRUCTION EXITS, VEHICLE WASHING AREAS AND ANY OTHER AREAS WHERE SEDIMENT CAN BE CAPTURED.*
- CONTRACTOR TO FURNISH AND INSTALL APS 600 SERIES "SILT STOP" AS MANUFACTURED BY APPLIED POLYMER SYSTEMS, NORCROSS GA. OR EQUAL AT A RATE OF 1.5 GALLONS/ACRE IN A HYDROSEEDER MIX OF APPROPRIATE SEED, FERTILIZER, LIME AND MULCH FOR THE SAME ACRE ON ALL DISTURBED OR EXPOSED SOIL SURFACES. FOLLOW ALL MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS. DO NOT MECHANICALLY DISTURB TREATED AREAS AFTER APPLICATION.*
- CONTRACTOR SHALL INSPECT ALL VEHICLES AND PETROLEUM STORAGE CONTAINERS REGULARLY, MAKING REPAIRS TO MINIMIZE ALL PETROLEUM SPILLS AND LEAKS AND SHALL KEEP ON HAND DRY, POROUS PETROLEUM ABSORBENT MATERIALS SUCH AS VERMICULITE, SAFO AND LEAN SOIL, AND SHALL CLEAN UP ALL SAID SPILLS AND DISPOSE OF SAID MATERIALS IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS (NPDES IV D.2.C.(4)).
- NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A STREAM BUFFER AND THE STREAM BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED, STATE OF VEGETATION UNTIL ALL LAND-DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED.*
- THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROLS BMPs WITHIN 7 DAYS AFTER INSTALLATION. PROOF OF SITE VISIT SHALL BE KEPT ON-SITE.
- NON-STORM WATER DISCHARGES SUCH AS FIRE HYDRANT FLUSHING, POTABLE WATER SOURCES INCLUDING WATER LINE FLUSHING, IRRIGATION DRAINAGE, AIR CONDITIONING, CONDENSATE, SPRINGS, UNCONTAMINATED GROUNDWATER, AND FOUNDATION OR FOOTING DRAINS ARE TO BE TREATED IN THE SAME MANNER AS STORM WATER DISCHARGES.*
- CONTRACTOR SHALL MONITOR, REPORT REQUIREMENTS, AND RETAIN RECORDS PER THE GENERAL NPDES PERMIT NO. GAR-100003. *CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS AS SET FORTH IN THE GENERAL NPDES PERMIT NO. GAR-100003.*
- A 25 FOOT BUFFER ADJACENT TO ALL STREAMS, CREEKS, LAKES, PONDS, ETC. IS REQUIRED TO BE MAINTAINED BY THE SOIL EROSION CONTROL AND SEDIMENT CONTROL ORDINANCE (ARTICLE 4 SECTION 4.3 PARAGRAPH 15). AN EXEMPTION IS GRANTED TO HOMEOWNERS WHO PERFORM MINOR LANDSCAPING ACTIVITIES SUCH AS HOME LANDSCAPING, HOME GARDENS, REPAIRS AND MAINTENANCE WORK. (ARTICLE 3 SECTION 3.1 PARAGRAPH 31).
- CONTRACTOR SHALL ACQUIRE A COPY OF FIELD MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, VEGETATION AND STRUCTURAL BEST MANAGEMENT PRACTICES (BMPs) FOR LAND DISTURBING ACTIVITIES, AS PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION, LATEST EDITION.*
- THE PRIMARY PERMITTEE MUST KEEP AN APPROVED ES&PC PLAN ON-SITE. PRIMARY PERMITTEE MUST MAINTAIN A BMP INSPECTION LOG, A DAILY RAINFALL LOG BOOK, AND A DAILY CONSTRUCTION ENTRANCE/EXIT AREA LOG BOOK. TURBIDITY DATA MUST BE KEPT UP-TO-DATE AND ON-SITE. (NPDES IV D.5.A.(3)).
- THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATERS, AND/OR ALL OUTFALLS, OR A COMBINATION OF RECEIVING WATERS AND OUTFALLS. RECEIVING WATERS MUST HAVE AN UPSTREAM AND DOWNSTREAM SAMPLE LOCATION. (NPDES IV D.5.C.(1)). *NPDES SAMPLING FOR ALL MONITORING POINTS ON THIS SITE WILL BE BY GRAB SAMPLE METHOD. SAMPLES WILL BE PERFORMED BY THE PRIMARY PERMITTEE OR ITS AGENT TAKEN AND ANALYZED NO LATER THAN 48 HOURS AFTER A GRAB. SAMPLES SHALL BE COLLECTED WHEN THE STREAM IS WELL MIXED FROM HORIZONTAL AND VERTICAL, COLLECTING THE SAMPLE FROM THE SURFACE, FACE SAMPLING CONTAINER UPSTREAM AND DO NOT STR SEDIMENT AT BOTTOM OF STREAM. LIFT SAMPLE OUT OF STREAM KEEPING SAMPLES FREE OF FLOATING DEBRIS. AFTER SAMPLES HAVE BEEN COLLECTED IT SHALL BE ANALYZED USING A DIRECT READ, PROPERLY CALIBRATED TURBIDIMETER WITHIN 48 HOURS. (NPDES IV D.5.A.(2)).*
- * FOR THIS SITE THE GRAB METHOD WILL BE USED FOR UPSTREAM MONITORING POINTS MP-1) AND DOWNSTREAM MONITORING POINTS MP-2
- * SEE ADDITIONAL PERMIT COVERAGE NOTES THIS SHEET FOR AUTHORIZED COVERAGE, LIMITATIONS OF COVERAGE, WATER QUALITY COMPLIANCE, SAMPLING METHODOLOGY AND FREQUENCY.
- THE PRIMARY PERMITTEE MAY USE AN ALTERNATE DESIGN PROFESSIONAL TO CONDUCT THE SEVEN (7) DAY BMP INSPECTION, PROVIDED THAT THE PRIMARY MAKES A WRITTEN REQUEST TO EPC TO CHOOSE FROM A DESIGN PROFESSIONAL WHO DEVELOPED THE PLAN AND THE E.P.D. HAS AGREED.
- PRIMARY PERMITTEE IS TO PROVIDE EACH SECONDARY PERMITTEE WITH THE APPLICABLE PORTION OF THE ES&PC THAT PERTAINS TO THEIR CONSTRUCTION ACTIVITY AND EACH SECONDARY PERMITTEE SHALL SIGN THE PLAN OR PORTION OF THE PLAN APPLICABLE TO THEIR SITE. NOT APPLICABLE FOR STAND ALONE AND INFRASTRUCTURE PROJECTS. *SECONDARY PERMITTEE UNKNOWN AT THE TIME OF NPDES PERMITTING.
- AMENDMENT/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.*
- CONTRACTOR TO PROVIDE BMPs FOR CONCRETE WASHDOWN OF TOOLS, CONCRETE MIXER CHUTES, HOPPERS AND THE REAR OF THE VEHICLES. WASHOUT OF THE DRUM AT THE CONSTRUCTION SITE IS PROHIBITED.
- WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.*
- APPROVED PLANS AND NPDES DAILY LOG MUST BE ON SITE AT ALL TIMES.
- SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBING ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.
- PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS TO PREVENT STORM WATER DISCHARGES ON THE SITE.
 - ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
 - ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

WARNING:

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McFarland-Dyer
& Associates, Inc.
4174 SILVER PEAR PARKWAY
DOWANET, GEORGIA 30024
PHONE: (770) 932-6550
FAX: (770) 932-6551
WWW.GCOMDANET

CITY OF DACULA

OWNER:

442 HARBINS RD
DACULA, GA 30019

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
AND IMPROVEMENTS / SIDEWALK PROJECT

PROJECT:

LAND LOT: 276
DISTRICT: 5TH
GWINNETT COUNTY
DACULA, GEORGIA

SITE VISIT CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION."

KEVIN D WHIGHAM, P.E. - GSWCC LEVEL II CERTIFICATION #945 3/24/21
DATE

WETLANDS CERTIFICATION:

THE DESIGN PROFESSIONAL, WHOSE SEAL APPEARS HEREON, CERTIFIES THE FOLLOWING: 1)THE NATIONAL WETLAND INVENTORY MAPS HAVE BEEN CONSULTED; AND, 2) THE APPROPRIATE PLAN SHEET 1) DOES / (X) DOES NOT INDICATE AREAS OF UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS AS SHOWN ON THE MAPS; AND, 3) IF WETLANDS ARE INDICATED, THE LAND OWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE FEDERAL WETLANDS ALTERATION (SECTION 404) PERMIT HAS BEEN OBTAINED.

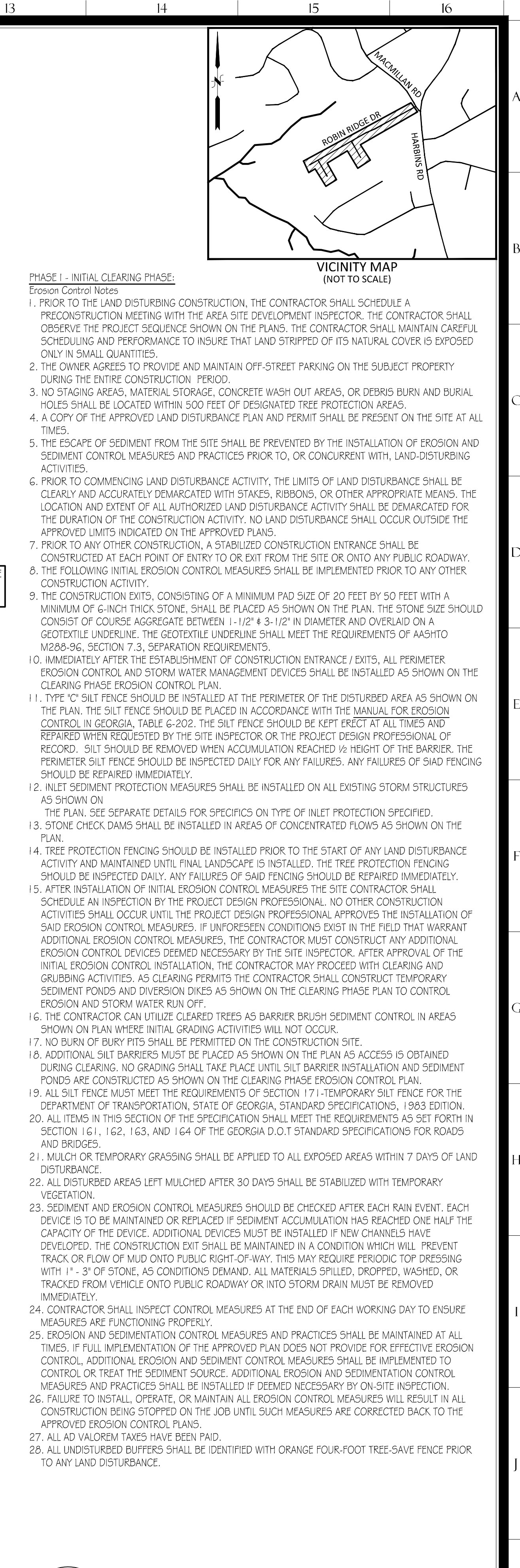
REGISTERED PROFESSIONAL: KEVIN D WHIGHAM, P.E. 3/24/21
DATE

24 HOUR CONTACT
CITY OF DACULA

JOEY MURPHY
770-963-7451



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(800) 282-7411
UTILITIES PROTECTION CENTER
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GRID NORTH
GA WEST ZONE

GRAPHIC SCALE

0 60 120

(IN FEET)
1" = 60 FT.

24 HOUR CONTACT
CITY OF DULUTH

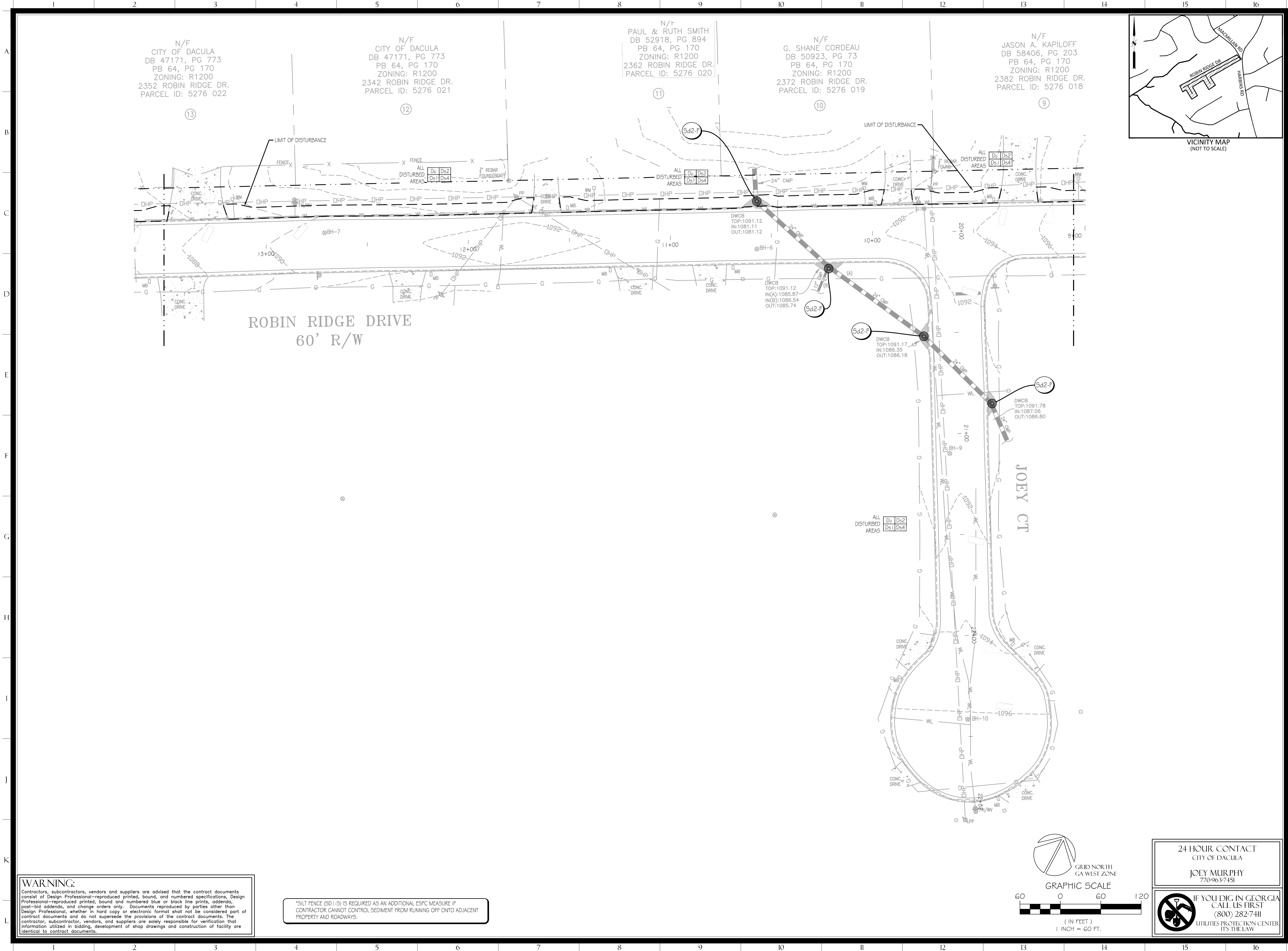
JOEY MURPHY
770-963-7451

NO DIG SYMBOL

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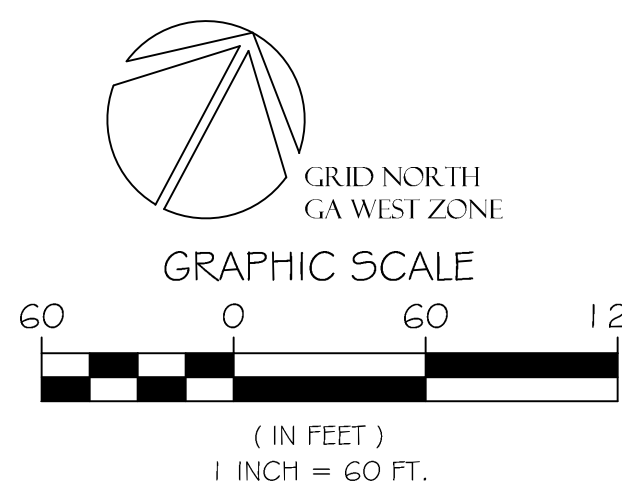
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LEVEL II E&S CERT.#045
EXP. DATE 08-27-23

MDA

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& ASSOCIATES, INC.

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SUWANEE, GEORGIA 30024
PHONE: (770) 932-6550
FAX: (770) 932-6551
WWW.GCMDANET

OWNER:

CITY OF DACULA

442 HARBINS RD
DACULA, GA 30019

PROJECT:

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

LAND LOT: 276
DISTRICT: 5TH
GWINNETT COUNTY
DACULA, GEORGIA

DATE	DESCRIPTION
03/24/2021	REV DOCUMENTS

JOB NO: 201005
DRAWN BY: RWH
CHECKED BY: KDW

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EROSION,
SEDIMENTATION,
POLLUTION
CONTROL PLAN
PHASE I
C411

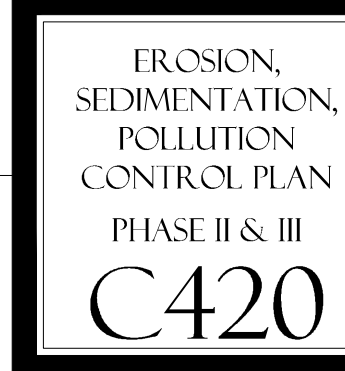
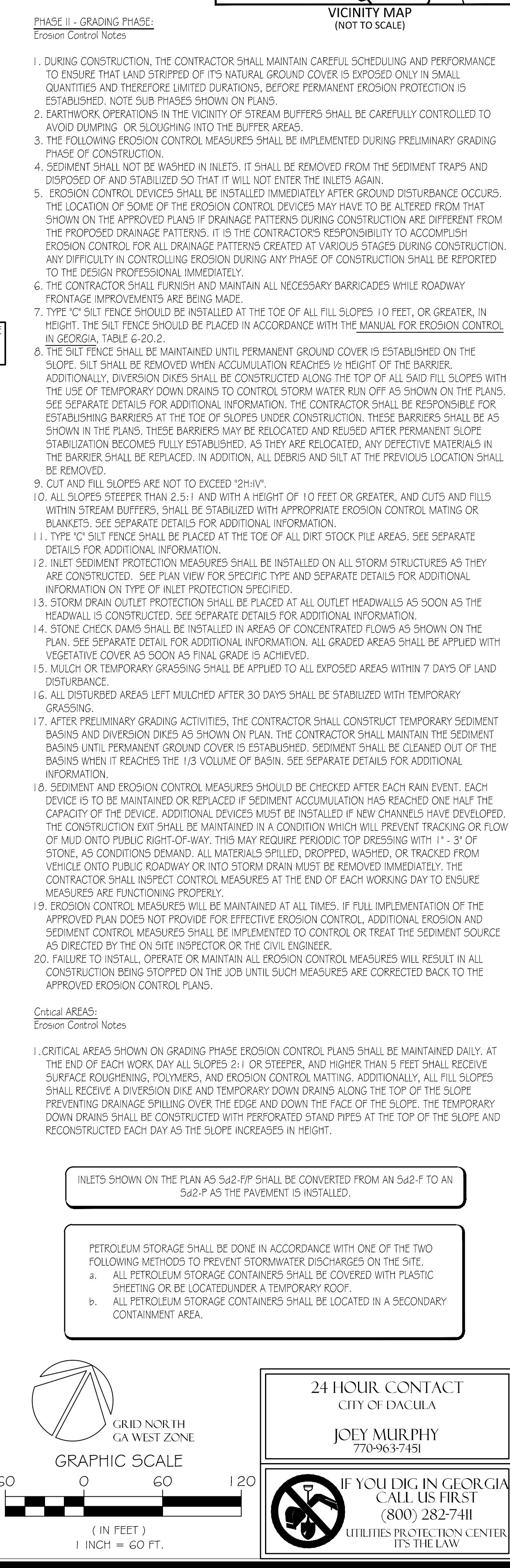


CITY OF DACULA

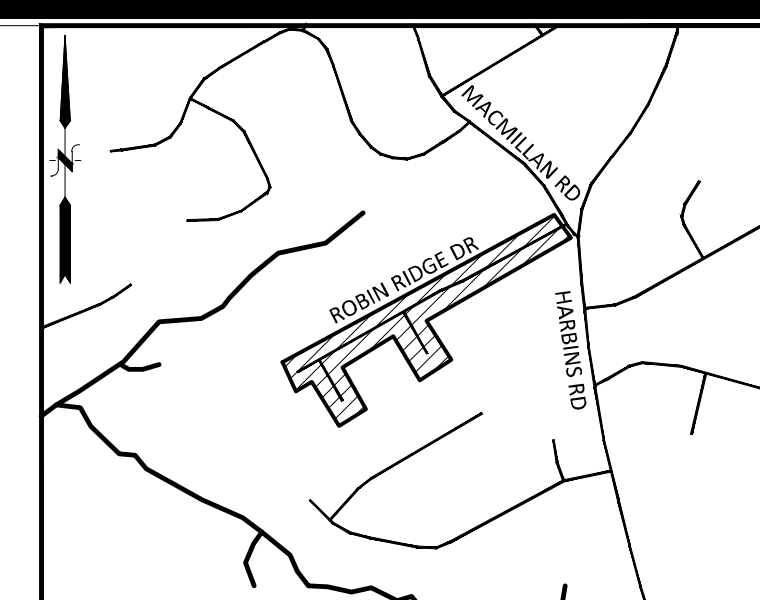
ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

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EROSION,
SEDIMENTATION,
POLLUTION
CONTROL PLAN
PHASE I
C412



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& ASSOCIATES, INC.**
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SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.COMDA.NET

442 HARBINS RD

PROJECT:

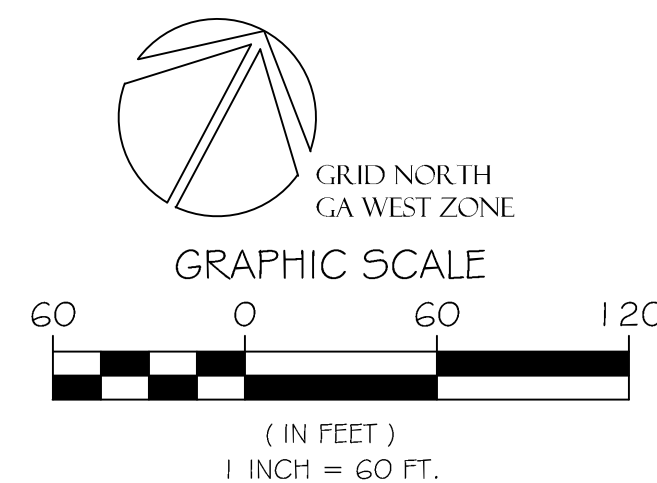
JOB NO: 21-0105
DRAWN BY: RWH
CHECKED BY: KDW

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EROSION,
SEDIMENTATION,
POLLUTION
CONTROL PLAN
PHASE II & III
C420

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770-963-7451



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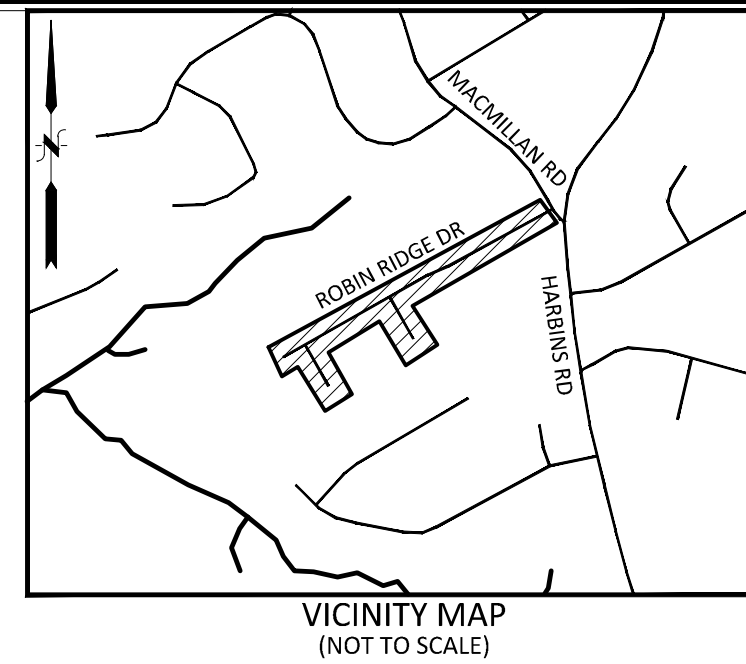
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N/F
JORSEY HUGH KING III, ET AL
DB 7630, PG 244
ZONING: R1200
22822 ROBIN RIDGE DR.
PARCEL ID: 5276 048

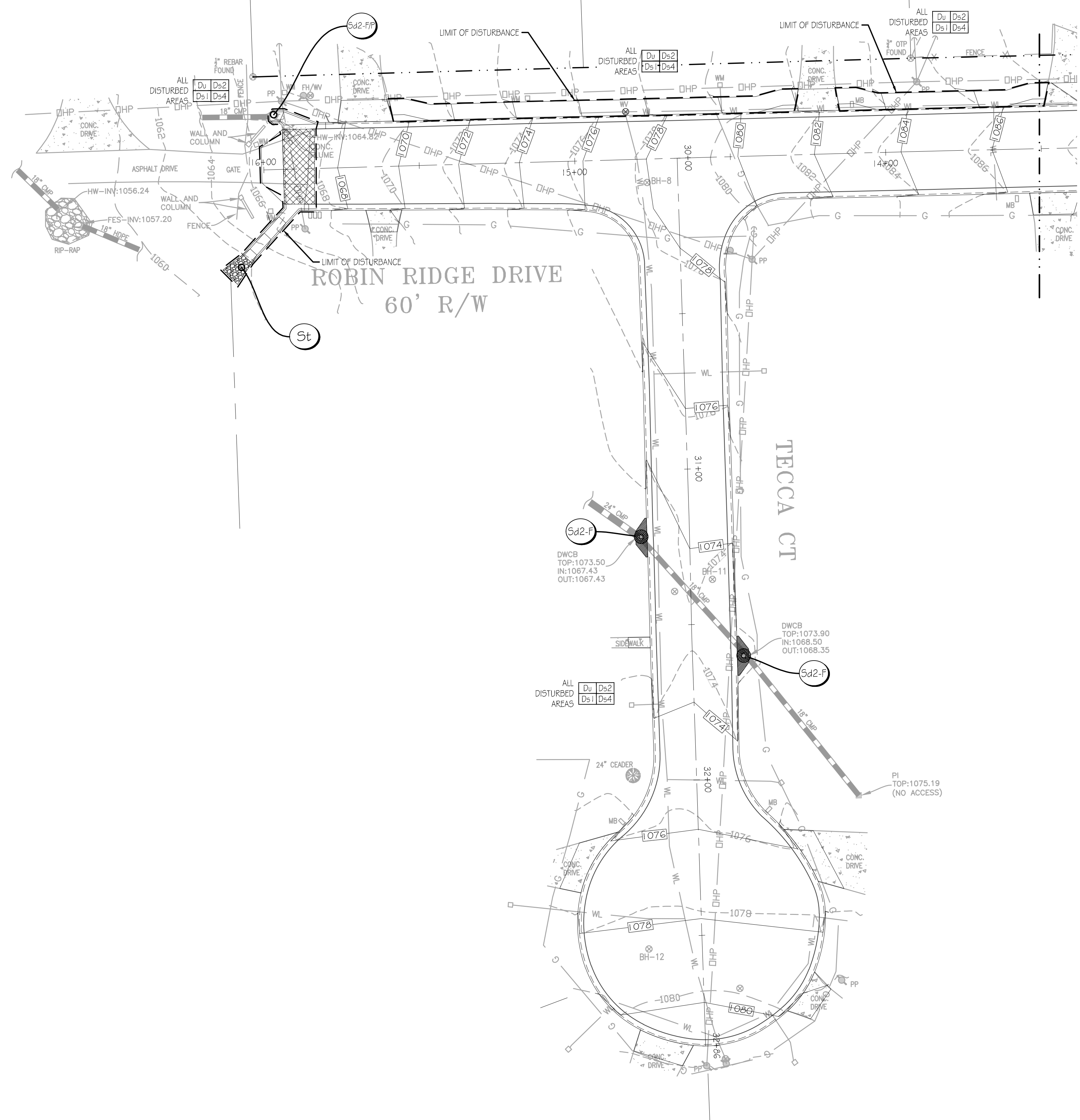
N/F
ARVE L. FIELDS &
PANUTDA CAMERON
DB 56649, PG 516
PB 64, PG 170
ZONING: R1200
2322 ROBIN RIDGE DR.
PARCEL ID: 5276 024

N/F
CYNTHIA A. LOGAN
DB 51079, PG 186
PB 64, PG 170
ZONING: R1200
2332 ROBIN RIDGE DR.
PARCEL ID: 5276 023

N/F
CITY OF [
DB 47171,
PB 64, F
ZONING:
2352 ROBIN
PARCEL ID:



*SILT FENCE (SD I-S) IS REQUIRED AS AN ADDITIONAL EPMC MEASURE IF CONTRACTOR CANNOT CONTROL SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTY AND ROADWAYS.



GEORGIA UNIFORM CODING SYSTEM FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION			Improving, constructing or stabilizing an open channel, existing stream, or ditch.
Co	CONSTRUCTION EXIT			A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Cr	CONSTRUCTION ROAD STABILIZATION			A travelway constructed as part of a construction plan including access roads, subdivision roads, parking areas and other on-site vehicle transportation routes.
Dc	STREAM DIVERSION CHANNEL			A temporary channel constructed to convey flow around a construction site while a permanent structure is being constructed.
Di	DIVERSION			An earth channel or dike located above, below or across a slope to divert runoff. This may be a temporary or permanent structure.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE			A flexible conduit of heavy-duty fabric or other material designed to safely conduct surface runoff down a slope. This is temporary and inexpensive.
Dn2	PERMANENT DOWNDRAIN STRUCTURE			A paved chute, pipe, sectioned conduit or similar material designed to safely conduct surface runoff down a slope.
Fr	FILTER RING			A temporary stone barrier constructed at storm drain inlets and pond outlets.
Ga	CABON			Rock filter baskets which are hand-placed into position forming soil stabilizing structures.
Gr	GRADE STABILIZATION STRUCTURE			Permanent structures installed to protect channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.
Lv	LEVEL SPREADER			A structure to convert concentrated flow of water into less erosive sheet flow. This should be constructed only on undisturbed soils.
Rd	ROCK FILTER DAM			A permanent or temporary stone filter dam installed across small streams or drainageways.
Re	RETAINING WALL			A wall installed to stabilize cut and fill slopes where maximum permissible slopes are not obtainable. Each situation will require special design.
Rt	RETRO FITTING			A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.
Sd1	SEDIMENT BARRIER			A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs and poles, gravel, or a silt fence.
Sd2	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
Sd3	TEMPORARY SEDIMENT BASIN			A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sd4	TEMPORARY SEDIMENT TRAP			A small temporary pond that drains a disturbed area so that sediment can settle out. The principle feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.
Sk	FLOATING SURFACE SOMMER			A buoyant device that releases/drains water from the surface of sediment ponds, traps, or basins at a controlled rate of flow.
Spb	SEEP BERM			Linear control device constructed as a diversion perpendicular to the direction of runoff to enhance dissipation and infiltration, while creating multiple sedimentation chambers with the employment of intermediate dikes.

STRUCTURAL PRACTICES

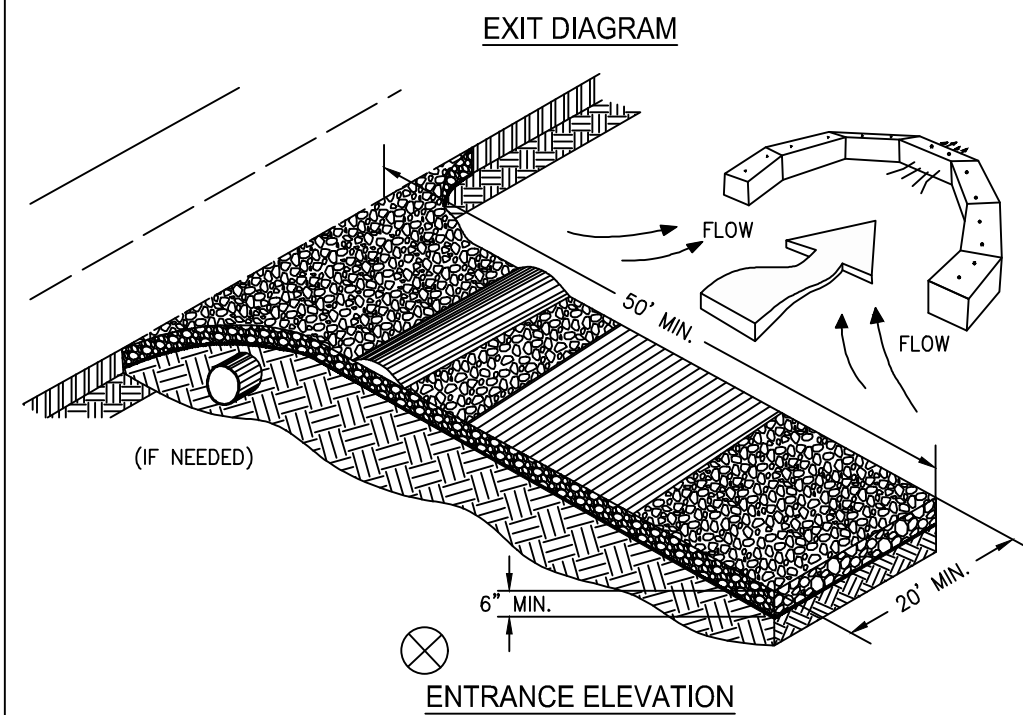
CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sr	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORMDRAIN OUTLET PROTECTION			A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
Su	SURFACE ROUGHENING			A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading.
Tc	TURBIDITY CURTAIN			A floating or staked barrier installed within the water (It may also be referred to as a floating boom, silt barrier, or silt curtain).
Tp	TOPSOLING			The practice of stripping off the more fertile soil, storing it, then spreading it over the disturbed area after completion of construction activities.
Tr	TREE PROTECTION			To protect desirable trees from injury during construction activity.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL			Paved or vegetative water outlets for diversions, terraces, berms, dikes or similar structures.

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE			Strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)			Planting vegetation on dunes that are denuded artificially constructed, or re-nourished.
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)			Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMP SEEDING)			Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERM SEEDING)			Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (SOODING)			A permanent vegetative cover using sods on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS			Controlling surface and air movement of dust on construction site, roadways and similar sites.
Fi-Co	FLOCCULANTS AND COAGULANTS			Substance formulated to assist in the solids/liquid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (USING PERM VEGETATION)			The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION			A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKERS AND BINDERS			Substance used to anchor straw or hay mulch by causing the organic material to bind together.

GoSWCC (Amended - 2013)

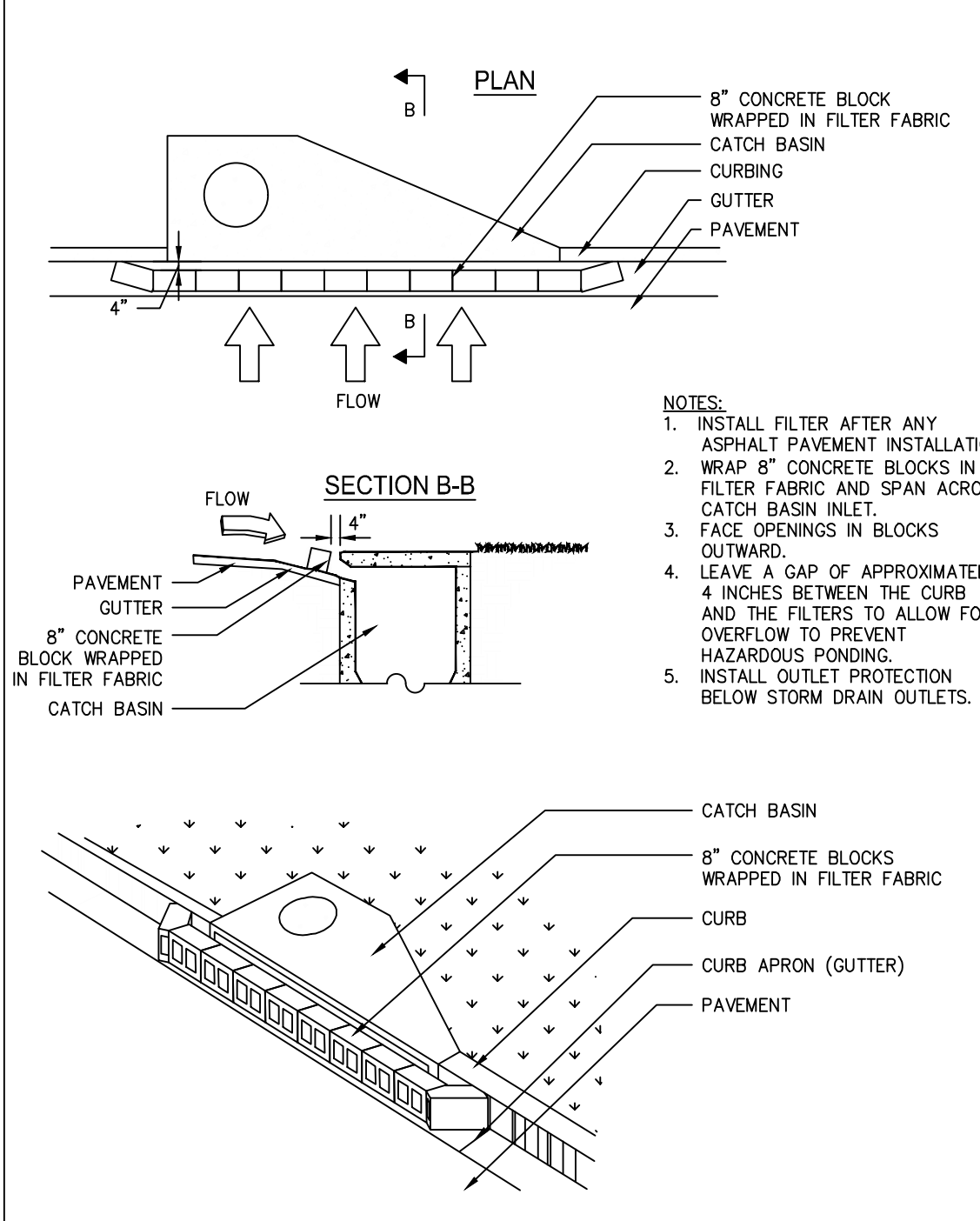
CRUSHED STONE CONSTRUCTION EXIT



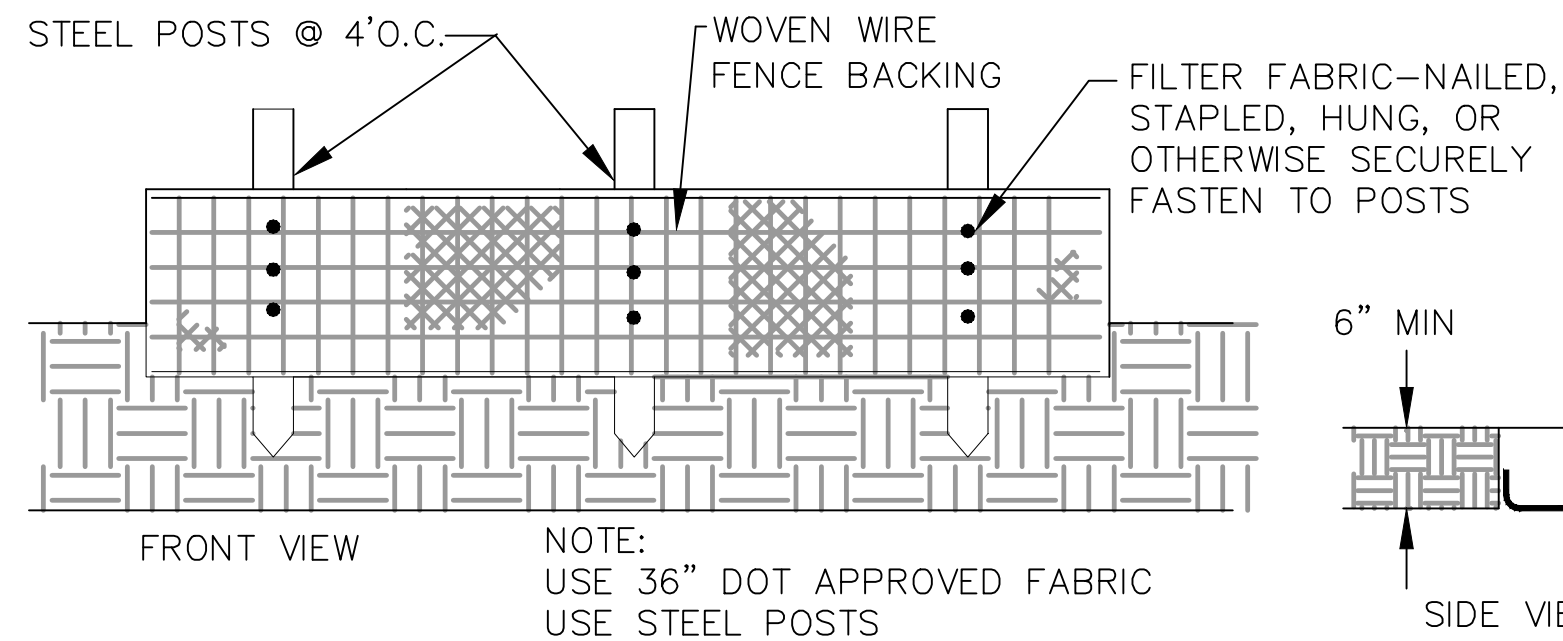
- NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
 6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
 10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

Co CONSTRUCTION EXIT NTS

CURB INLET FILTER "PIGS IN BLANKET"



Sd2-P TEMP INLET SEDIMENT TRAP NTS



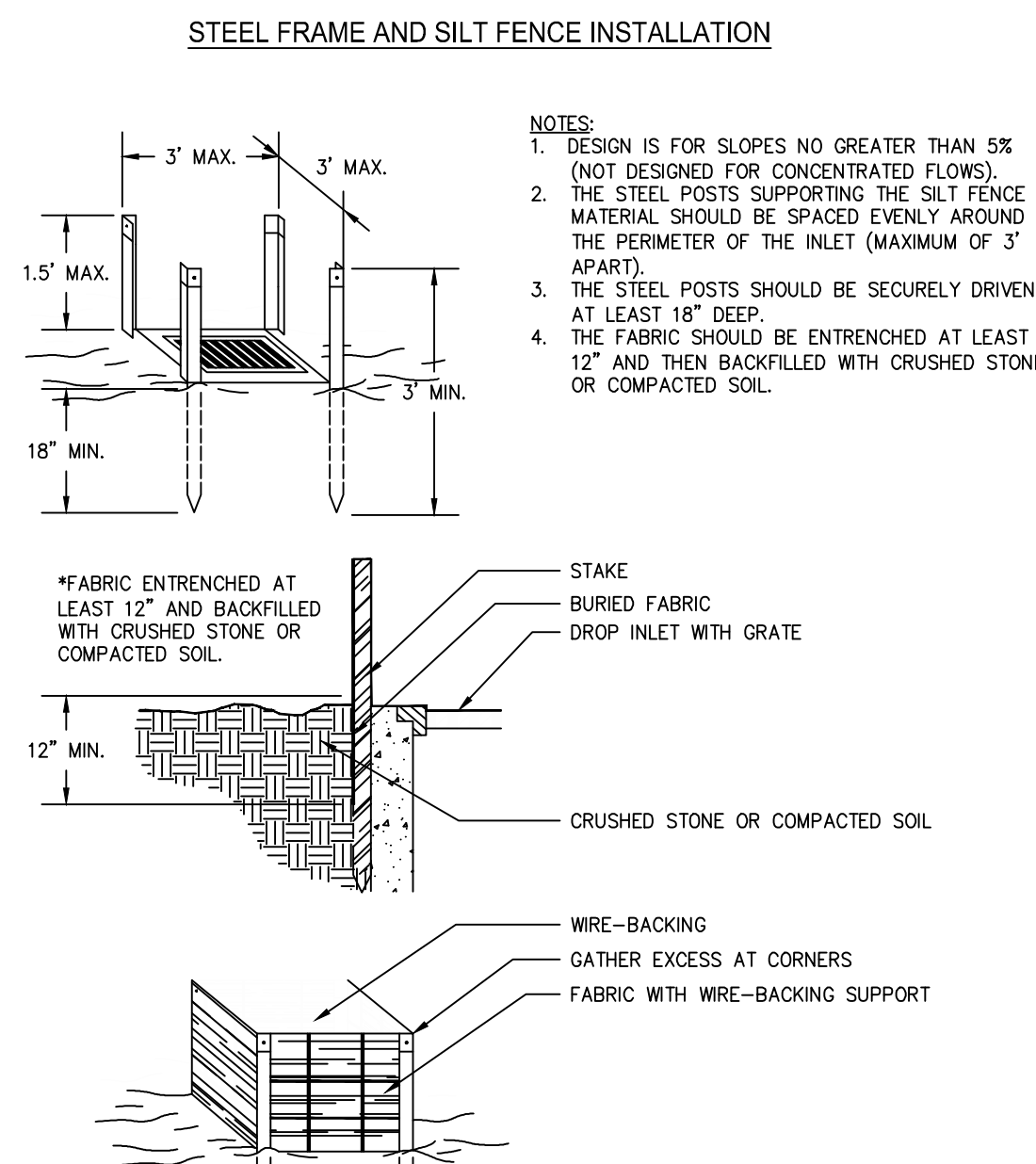
Sd1 EROSION CONTROL FENCING TYPE "S" NTS

EROSION CONTROL SCHEDULE

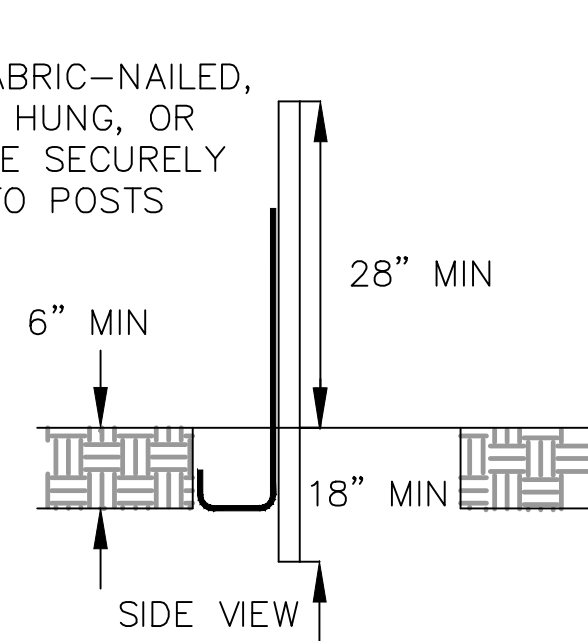
ACTIVITY	MAY 2021	JUNE 2021	JULY 2021
APPROXIMATE START DATE MAY 1, 2021			
INSTALLATION & MAINTENANCE OF EROSION CONTROL MEASURES			
PAVEMENT MILLING OPERATIONS; ROLL CURB & GUTTER/DRIVEWAY APRON DEMOLITION/REPLACEMENT			
INSTALL ASPHALT TACK COAT OVER MILLED SECTION OF ROAD			
INSTALL BINDER ON MILLED PORTION OF ROADS; INSTALL CONCRETE APRONS			
INSTALL ASPHALT TACK COAT OVER BINDER COURSE (ENTIRE LENGTH OF ROADS)			
INSTALL ASPHALT SURFACE COURSE TYPE "P" OVER ENTIRE LENGTH OF ROADS			
TEMPORARY GRASSING			
PERMANENT VEGETATION			
MAINTENANCE OF EROSION CONTROL MEASURES			
END OF CONSTRUCTION			

THIS SCHEDULE IS FOR EROSION CONTROL ONLY, AND IS NOT A PROJECT CONSTRUCTION SCHEDULE.

FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION



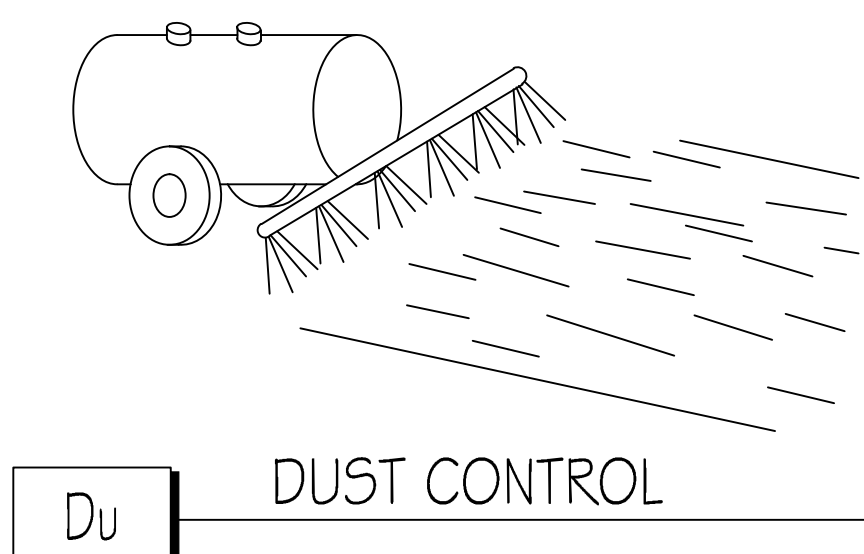
Sd2-F TEMP INLET SEDIMENT TRAP NTS



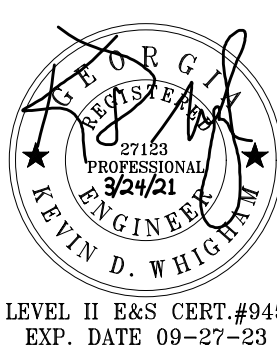
24 HOUR CONTACT
CITY OF DACULA
JOEY MURPHY
770-963-7451



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Du DUST CONTROL



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CITY OF DACULA

OWNER:

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

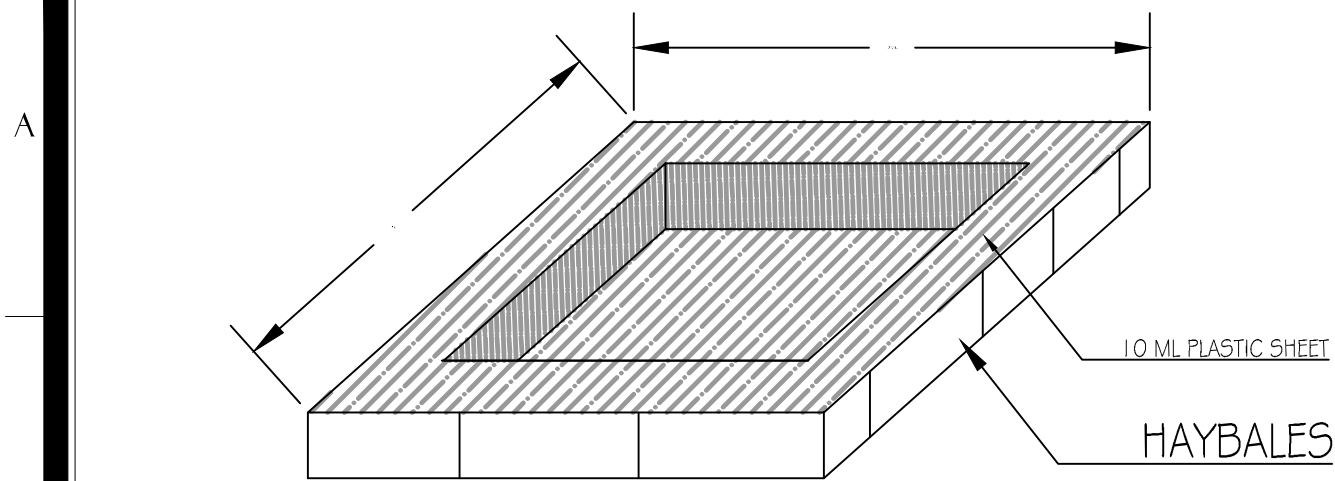
PROJECT:

DATE DESCRIPTION
03/24/2021 BID DOCUMENTS

JOB NO: 2F005
DRAWN BY: RWI
CHECKED BY: KDW

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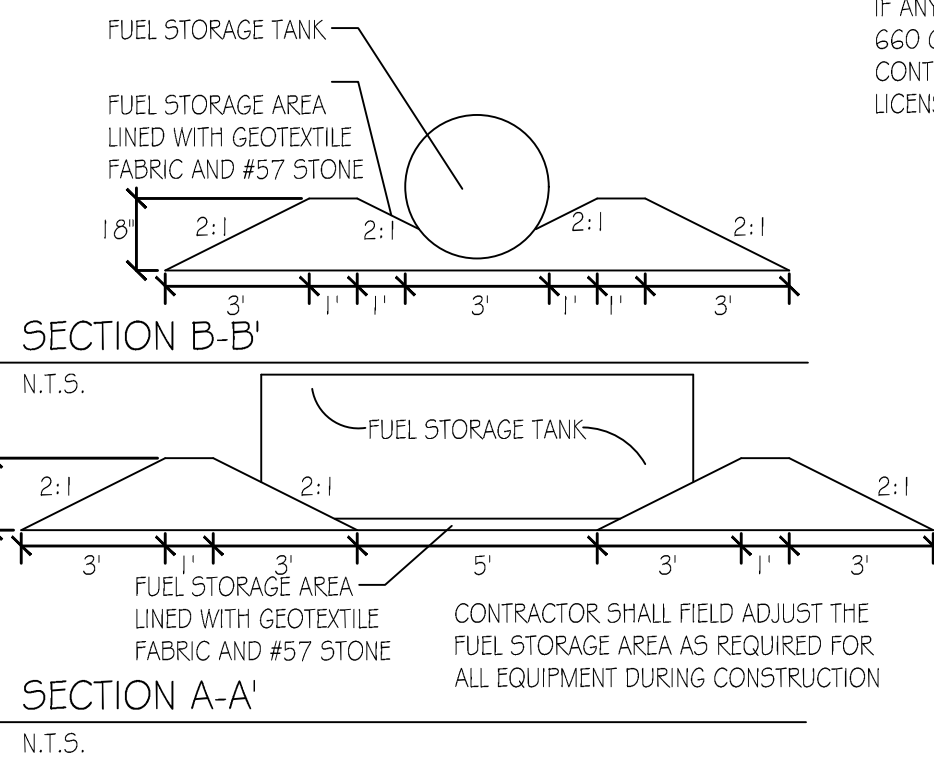
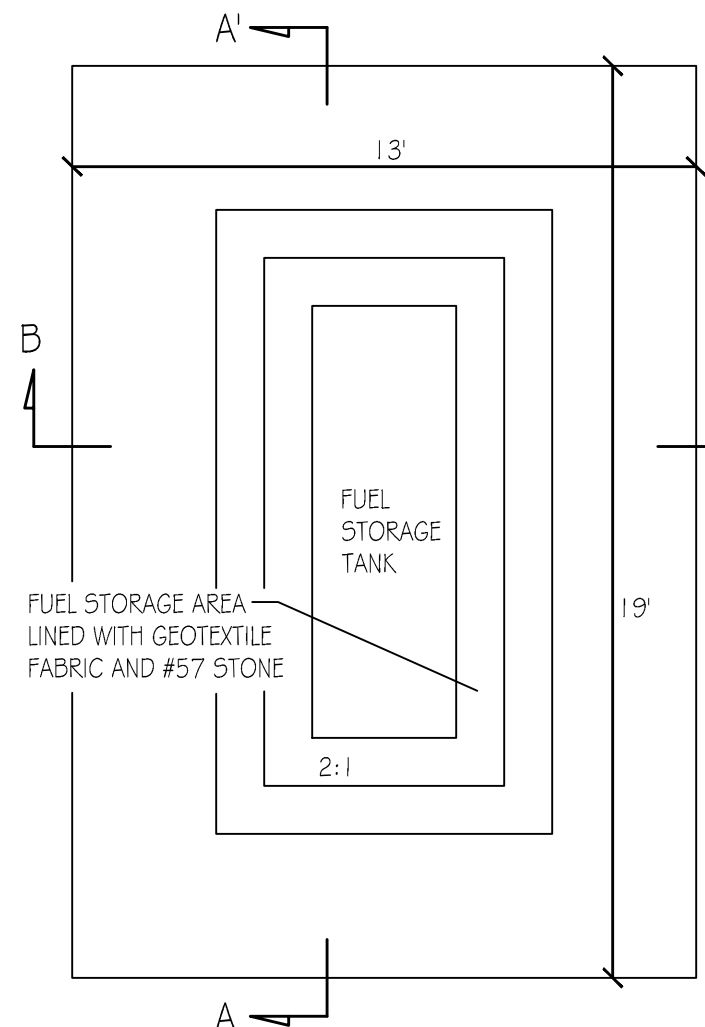
EROSION,
SEDIMENTATION,
POLLUTION
CONTROL PLAN
DETAILS
C430



OPERATION:
INSPECTION: CHECK ALL CONCRETE WASHOUT FACILITIES DAILY TO DETERMINE IF THEY HAVE BEEN FILLED TO 75% CAPACITY. THE FACILITY NEEDS TO BE CLEANED OR CHANGED WHEN 75% FULL. INSPECT WASHOUTS DAILY TO ENSURE THAT PLASTIC LININGS ARE INTACT AND SIDEWALLS HAVE NOT BEEN DAMAGED BY CONSTRUCTION ACTIVITIES.
MATERIAL REMOVAL: IF THE WASHOUT IS NEARING CAPACITY, VACUUM AND DISPOSE OF THE WASTE MATERIAL IN AN APPROVED MANNER. DO NOT DISCHARGE LIQUIDS TO WATERWAYS, STORM DRAINS OR DIRECTLY ONTO GROUND. DO NOT USE SANITARY SEWER WITHOUT LOCAL APPROVAL. REMOVE LIQUIDS OR COVER THE STRUCTURES BEFORE PREDICTED STORMS TO PREVENT OVERFLOWS.
YOU CAN REMOVE HARDENED CONCRETE WHOLE OR YOU CAN BREAK IT UP FIRST, DEPENDING ON THE TYPE OF EQUIPMENT AVAILABLE AT YOUR SITE. HAUL IT AWAY FOR DISPOSAL OR RECYCLING.
WHEN YOU REMOVE MATERIALS FROM THE CONCRETE WASHOUT, INSPECT FOR SIGNS OF WEAKENING OR DAMAGE, AND REBUILD STRUCTURE OR MAKE NECESSARY REPAIRS. INSTALL A NEW PLASTIC LINER AFTER EVERY CLEANING.

CONCRETE WASHOUT AREA DETAIL

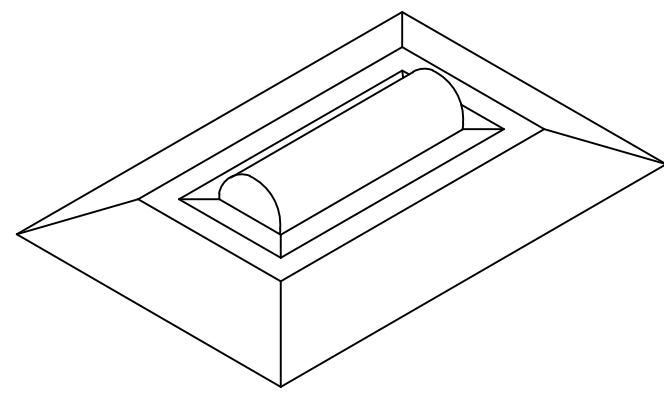
N.T.S.



FUEL STORAGE AREA

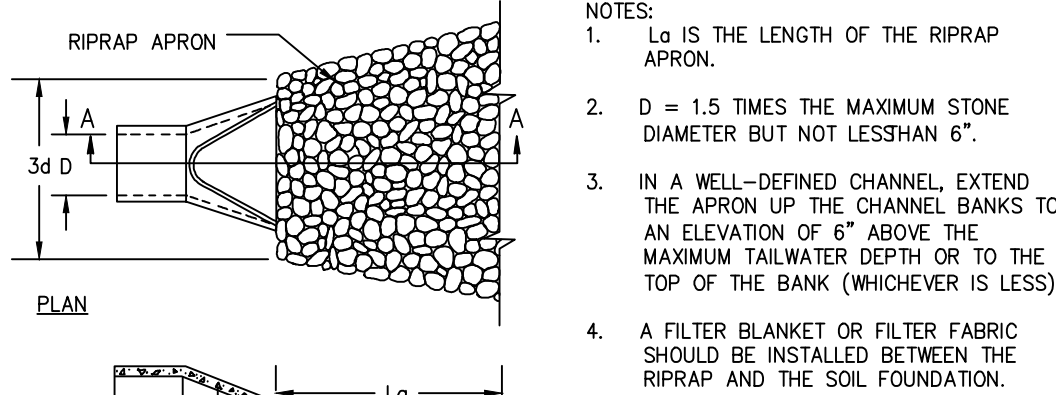
SOIL CLEANUP AND CONTROL PRACTICES
-LOCAL, STATE, AND MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL.
-MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIALS AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, CAT LITER, SAND, SAWDUST AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS.
-SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS.
-All SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE AND FEDERAL REGULATIONS.
-FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
-FOR SPILLS ON AN UNKNOWN AMOUNT, THE NATIONAL CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
-FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.
-FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.

THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1320 GALLONS OF PETROLEUM IS STORED ON-SITE (THIS INCLUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 660 GALLONS. THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN PREPARED BY THAT LICENSED PROFESSIONAL.

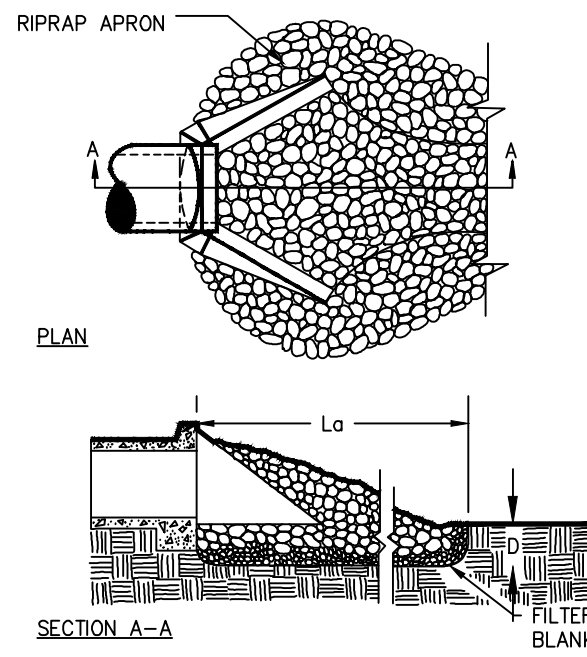


RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA -- NO WELL DEFINED CHANNEL



PIPE OUTLET TO WELL DEFINED CHANNEL



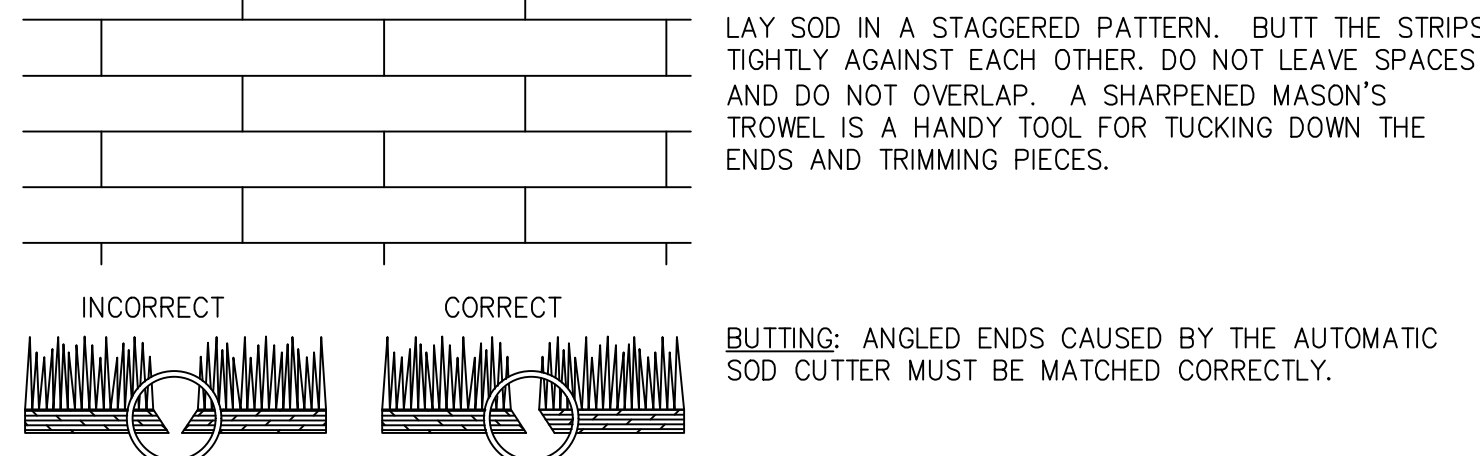
OUTLET PROTECTION

RIP-RAP SIZE CHART

STRUCTURES	D ₅₀	FLOW RATE 25YR (CFS)	VELOCITY (FPS)	TAIL WATER	L _a	W ₁	W ₂	d ₅₀	d _{max}	D APRON THICKNESS
PROPOSED FLUME	NA	1.13	1.48	>0.5D ₅₀	9'	6.0'	6.0'	0.40	0.60'	0.90'

SOD MAINTENANCE AND INSTALLATION

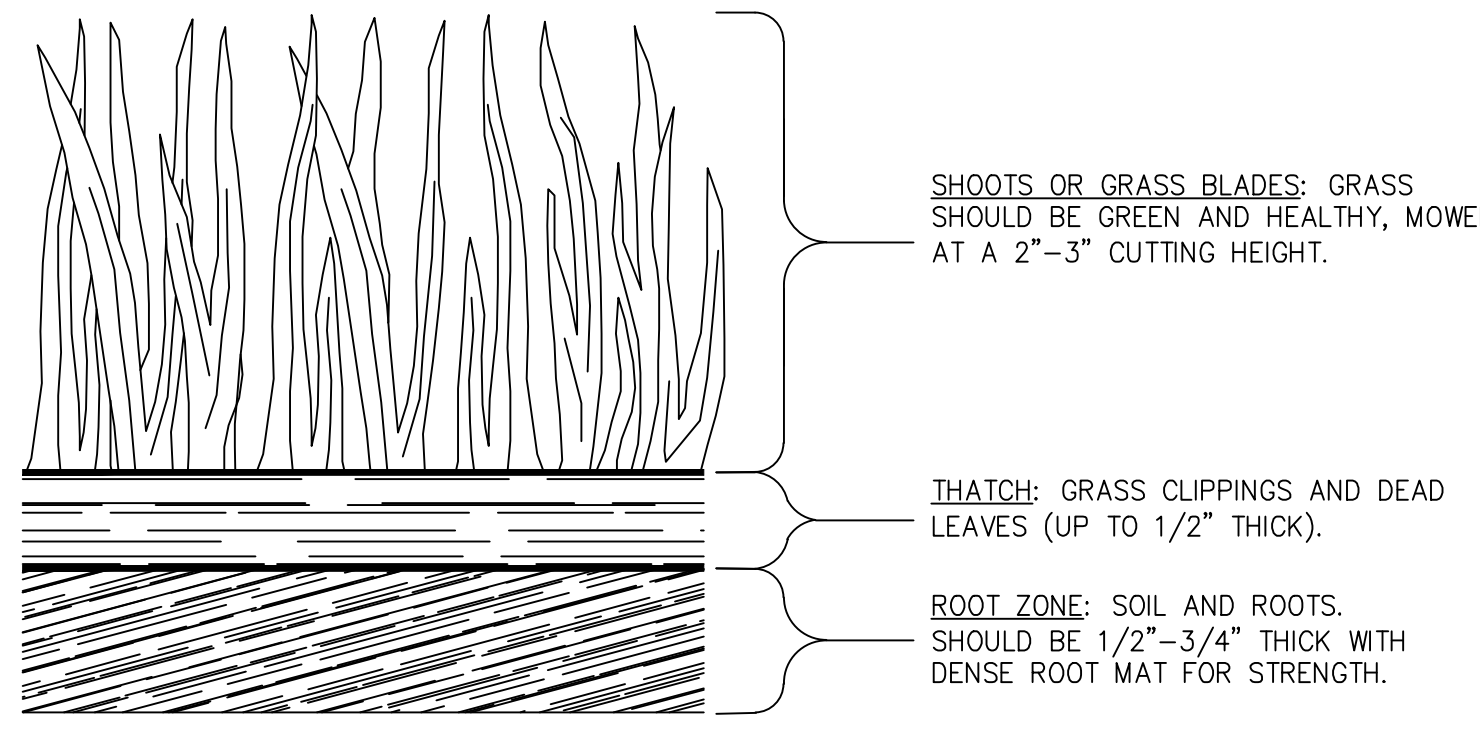
SOD LAYOUT AND PREPARATION



DIRECTIONS FOR INITIAL MAINTENANCE

- Step 1. ROLL SOD IMMEDIATELY TO ACHIEVE FIRM CONTACT WITH THE SOIL
- Step 2. WATER TO A DEPTH OF 4" AS NEEDED. WATER WELL AS SOON AS THE SOD IS LAID.
- Step 3. MOW WHEN THE SOD IS ESTABLISHED -- IN 2-3 WEEKS. SET THE MOWER HIGH (2"-3").

APPEARANCE OF GOOD SOD



DISTURBED AREA STABILIZATION

N.T.S. (WITH SODDING)

MULCHING APPLICATION REQUIREMENTS

MATERIAL	RATE	DEPTH
STRAW OR HAY	2 1/2 TON/ACRE	6" TO 10"
WOOD WASTE, CHIPS, SAWDUST, BARK	6 TO 9 TON/ACRE	2" TO 3"
POLYETHYLENE FILM	SECURE WITH SOIL, ANCHORS, WEIGHTS	---
GEOTEXTILES, JUTE MATTING, NETTING, ETC.	SEE MANUFACTURER'S RECOMMENDATIONS	---

Ds1 DISTURBED AREA STABILIZATION

N.T.S. (WITH MULCHING ONLY)

SPECIES	BROADCAST RATES 2/ - PLS 3/ PER ACRE PER 1000 SQ. FT.		RESOURCE AREA	PLANTING DATES BY RESOURCE AREA PLANTING DATES (SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICATE PERMISSIBLE BUT MARGINAL DATES.)												REMARKS
				J	F	M	A	M	J	J	A	S	O	N	D	
LOVEGRASS WEEPING (Eragrostis curvula)			M-L P C													1,500,000 SEED PER POUND MAY LAST FOR SEVERAL YEARS. MIX WITH SEERICIA LESPEDEZA
ALONE	4 lbs	0.1 lb														
IN MIXTURES	2 lbs	0.05 lb														
RYE (Secale cereale)			M-L P C													18,000 SEED PER POUND QUICK COVER. DROUGHT TOLERANT AND WINTER HARDY.
ALONE	3 bu (166 lbs)	3.9 lb														
IN MIXTURES	1/2 BU (28 lbs)	0.6 lb														
LOVEGRASS WEEPING (Eragrostis curvula)			M-L P C													227,000 SEED PER POUND DENSE COVER. VERY COMPETITIVE AND IS NOT TO BE USED IN MIXTURES.
ALONE	40 lbs	0.9 lb														

Ds2 PLANTS, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS

SPECIES	BROADCAST RATES 2/ - PLS 3/		RESOURCE AREA	PLANTING DATES BY RESOURCE AREA PLANTING DATES												REMARKS	
	PER ACRE	PER 1000 SQ. FT.		(SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICATE PERMISSIBLE BUT MARGINAL DATES.)													
				J	F	M	A	M	J	J	A	S	O	N	D		
BERMUDA, COMMON (Cynodon dactylon) HULLED SEED WITH TEMPORARY COVER WITH OTHER PERENNIALS			P C														
	4 lbs	0.1 lb															PLANT WITH WINTER ANNUALS
	2 lbs	0.05 lb															PLANT WITH TALL FESCUE
BERMUDA SPRIGS (Cynodon dactylon) COASTAL COMMON MIDLAND, OR TIFT 44 COASTAL COMMON OR TIFT 44 TIFT 78	40 CU.FT. OR SOD PLUGS 3' x 3'	0.9 CU.FT.	M-L													A CUBIC FOOT CONTAINS APPROX. 650 SPRIGS.A BUSHEL CONTAINS 1.25 CU.FT. OR APPROX. 800 SPRIGS SAME AS ABOVE SOUTHERN COASTAL PLAIN ONLY	
			P C C														
FESCUE, TALL (Festuca arundinacea) ALONE WITH OTHER PERENNIALS	50 lbs	1.1 lb	M-L P													227,000 SEED PER POUND USE ALONE ONLY ON BETTER SITES NOT FOR DROUGHTY SOILS. MIX W/ PERENNIAL LESPEDEZA OR CROWNVETCH. APPLY TOPDRESSING IN SPRING FOLLOWING FALL PLANTINGS NOT FOR HEAVY USE AREAS OR ATHLETIC FIELDS.	

Ds3 PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER

Table 6-5.1. Fertilizer Requirements

TYPE OF SPECIES	YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE	N TOP DRESSING RATE
1. Cool season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 1/2/ 30
2. Cool season grasses and legumes	First Second Maintenance	6-12-12 0-10-10 0-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	0-50 lbs./ac. 1/ ---
3. Ground covers	First Second Maintenance	10-10-10 10-10-10 10-10-10	1300 lbs./ac. 3/ 1300 lbs./ac. 3/ 1100 lbs./ac.	---
4. Pine seedlings	First	20-10-5	one 21-gram pellet per seedling placed in the closing hole	---
5. Shrub Lespedeza	First Maintenance	0-10-10 0-10-10	700 lbs./ac. 700 lbs./ac. 4/	---
6. Temporary cover crops seeded alone	First	10-10-10	500 lbs./ac.	30 lbs./ac. 5/
7. Warm season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 lbs./ac. 800 lbs./ac. 400 lbs./ac.	50-100 lbs./ac. 2/6/ 50-100 lbs./ac. 2/ 30 lbs./ac.
8. Warm season grasses and legumes	First Second Maintenance	6-12-12 0-10-10 0-10-10	1500 lbs./ac. 1000 lbs./ac. 400 lbs./ac.	50 lbs./ac. /6/

- 1/ Apply in spring following seeding.
2/ Apply in split applications when high rates are used.
3/ Apply in 3 split applications.
4/ Apply when plants are pruned.
5/ Apply to grass species only.
6/ Apply when plants grow to a height of 2 to 4 inches.

GRASS	VARIETIES	RESOURCE AREA	GROWING SEASON
BERMUDAGRASS	COMMON TIFWAY TIFGREEN TIFLAWN	M-L, P, C P, C P, C	WARM WEATHER
BABBIAGRASS	PENSACOLA	P, C	WARM WEATHER
CENTPEDE	---	P, C	WARM WEATHER
ST. AUGUSTINE	COMMON BITTERBLUE RALEIGH	C	WARM WEATHER
ZOYSIA	EMERALD MYER	P, C	WARM WEATHER
TALL FESCUE	KENTUCKY 31	M-L, P	COOL WEATHER

24 HOUR CONTACT
CITY OF DACULA

JOEY MURPHY
770-963-7451



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LEVEL II E&S CERT.#045
EXP. DATE 08-27-23



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& ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
DOWNEY, GEORGIA 30024
PHONE: (770) 932-6550
FAX: (770) 932-6551
WWW.GCMDANET

CITY OF DACULA

OWNER:

ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT

LAND LOT: 276
DISTRICT: 5TH
GWINNETT COUNTY
DACULA, GEORGIA

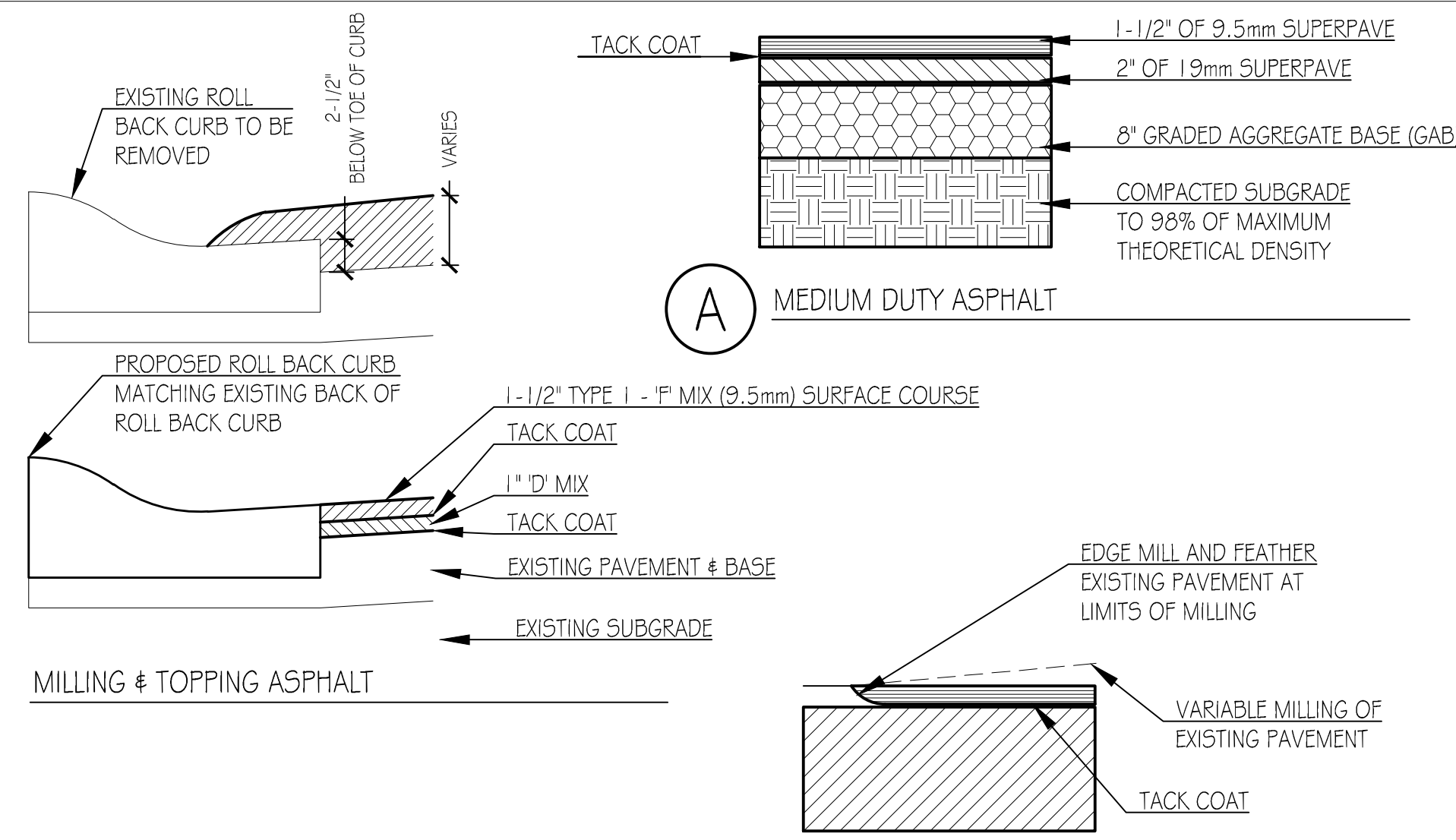
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JOB NO: 2F005
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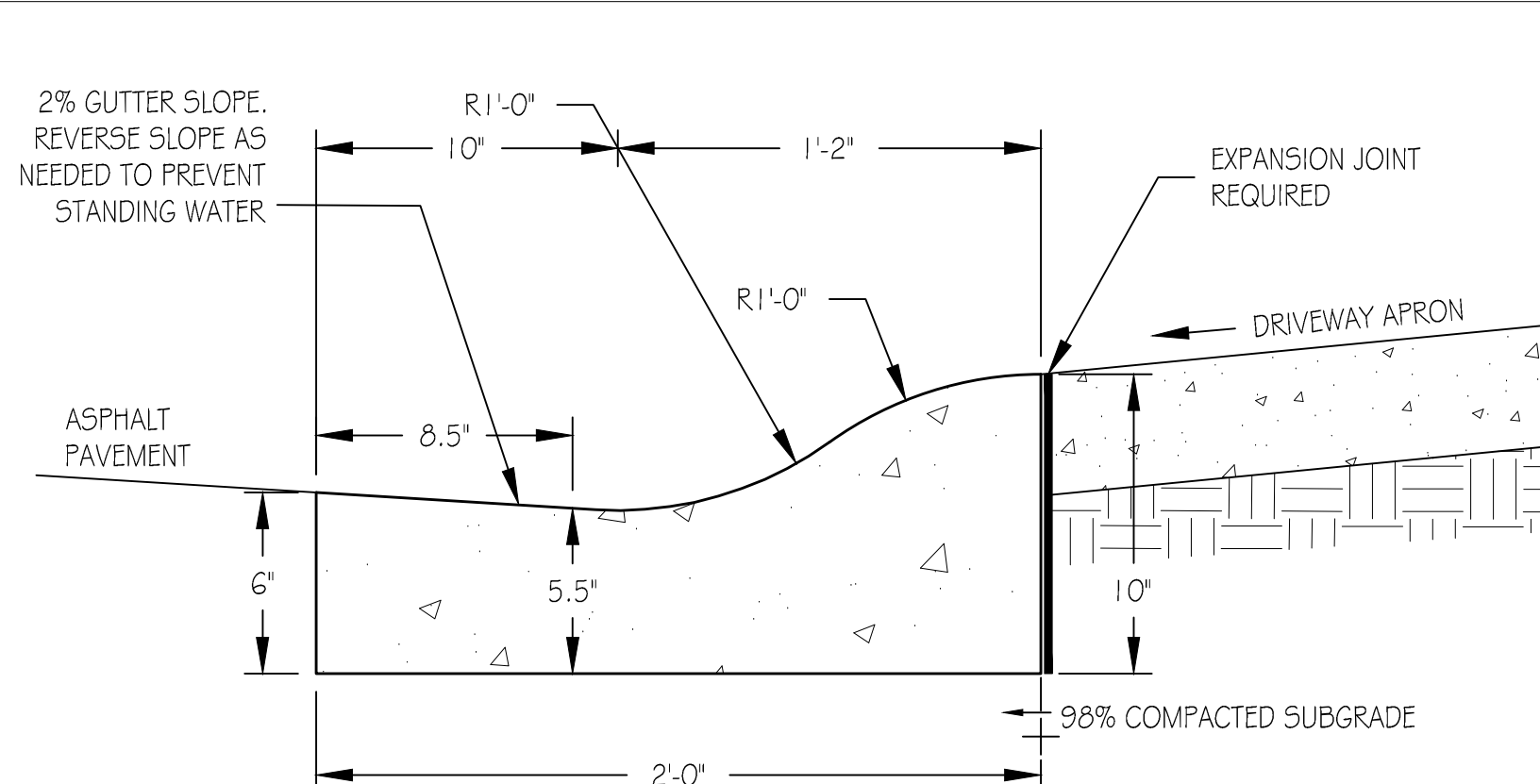
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SEDIMENTATION,
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CONTROL PLAN
DETAILS

C431



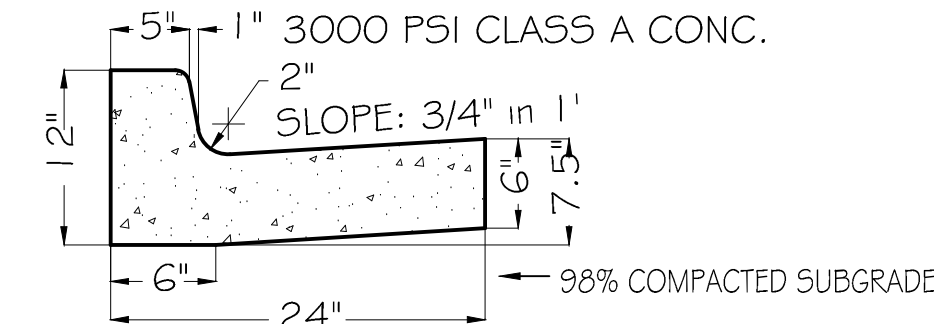
1 ASPHALT PAVEMENT
C500 NTS



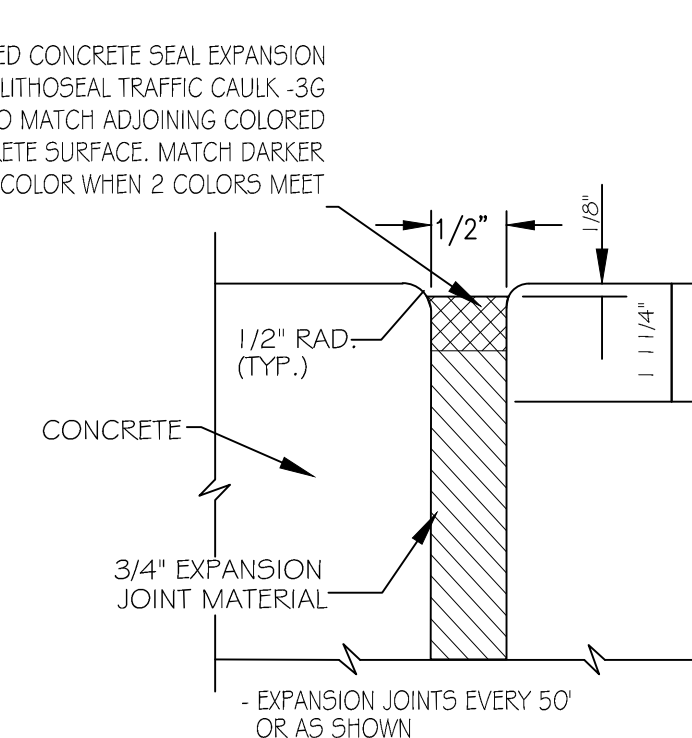
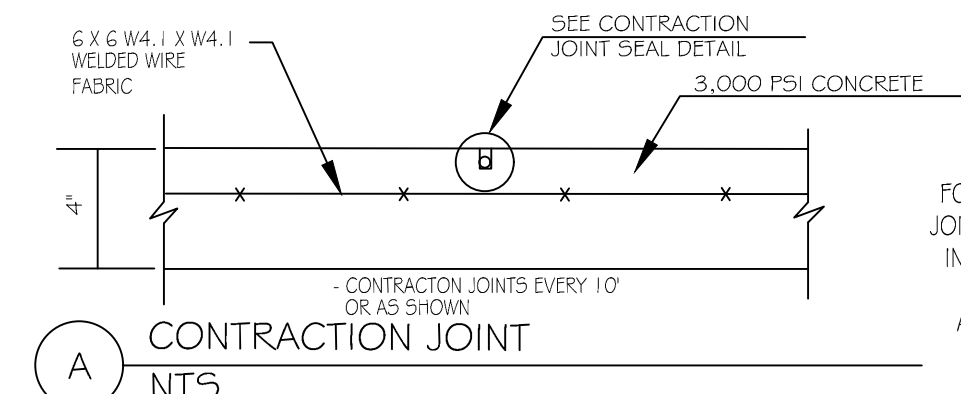
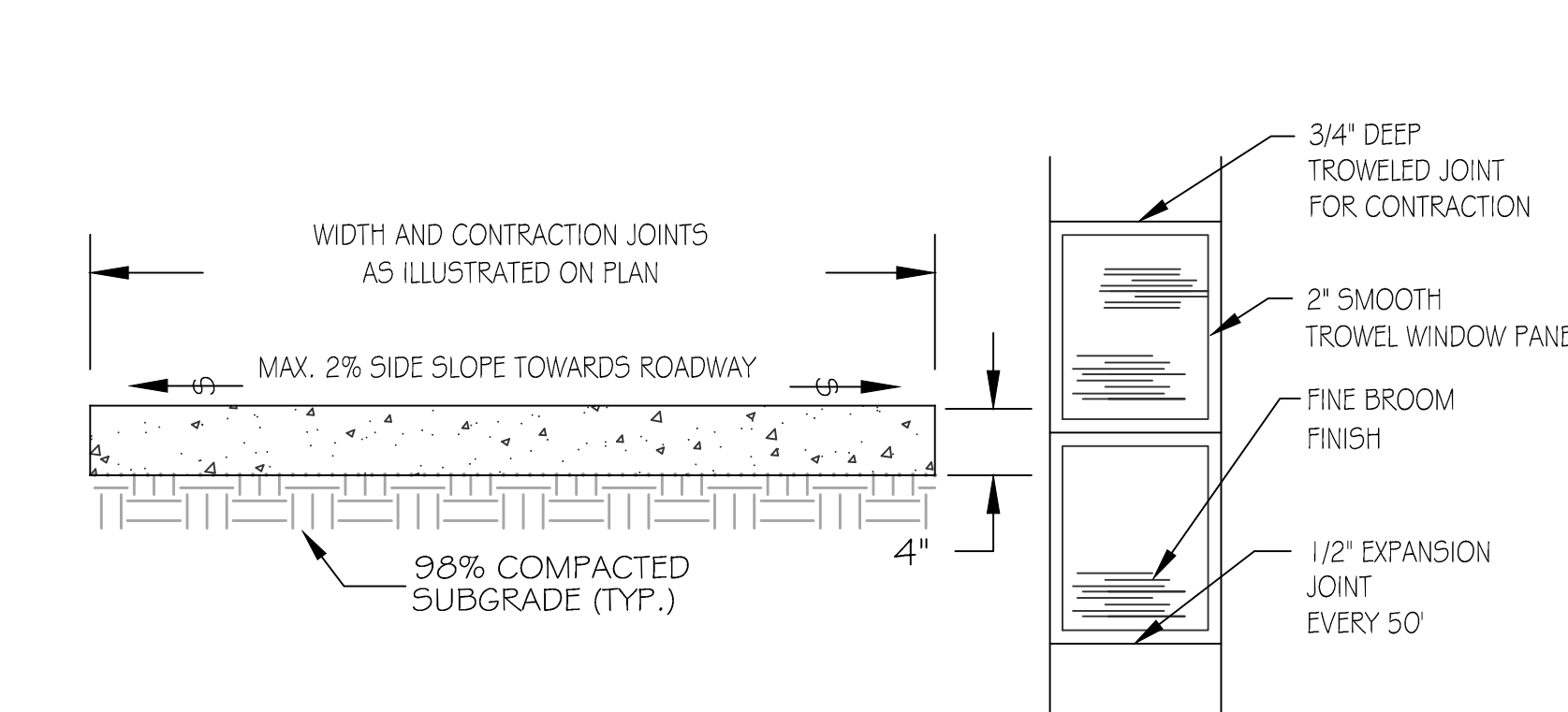
A ROLL BACK CURB

- NOTE:
1. MINIMUM OF 4" G.A.B. BASE UNDER CURB & GUTTER TYPICAL.
 2. COMPACTED SUBGRADE A MINIMUM OF 98% MODIFIED PROCTOR.

2 CONCRETE CURB AND GUTTER DETAIL
C500 NTS.



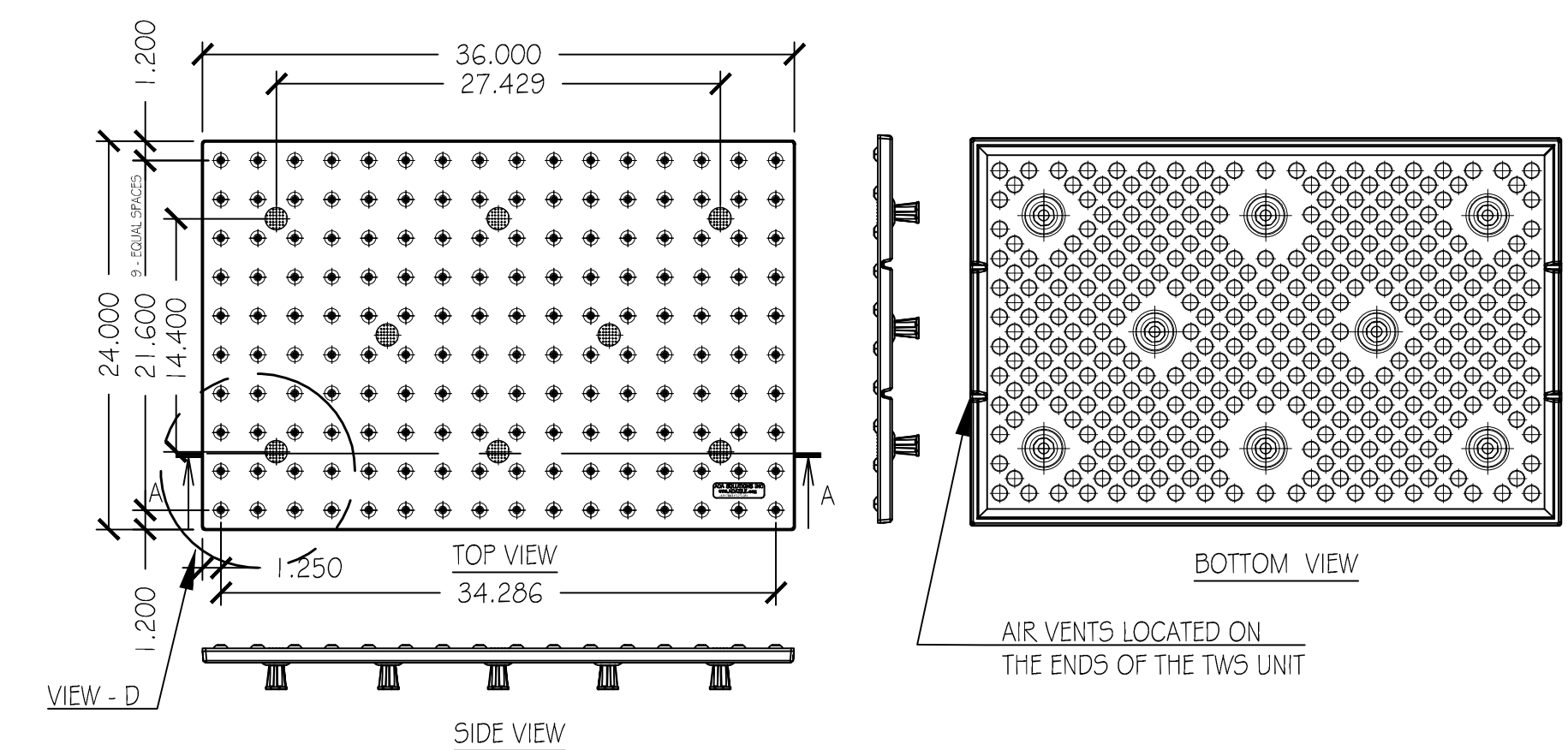
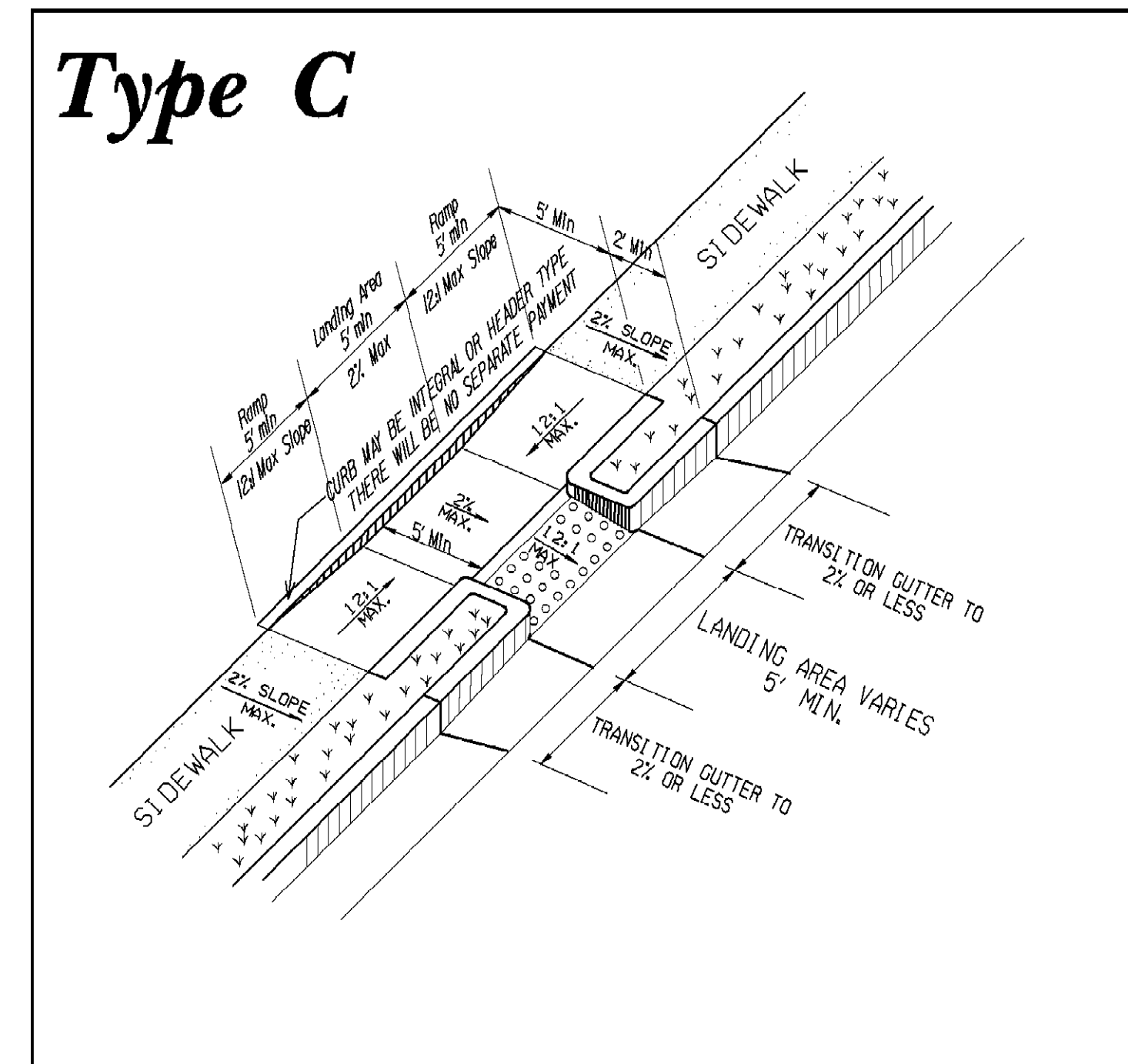
B STANDARD 6" x 12" x 24" CONCRETE CURB AND GUTTER (C#G)



B EXPANSION JOINT DETAIL
NTS

*CONCRETE JOG NOTE: SAME CONCRETE CROSS SECTION TO BE USED TO FILL IN JOGS ON EITHER SIDE OF DRIVEWAYS AT MAILBOXES.

3 CONCRETE SIDEWALK
C500 NTS



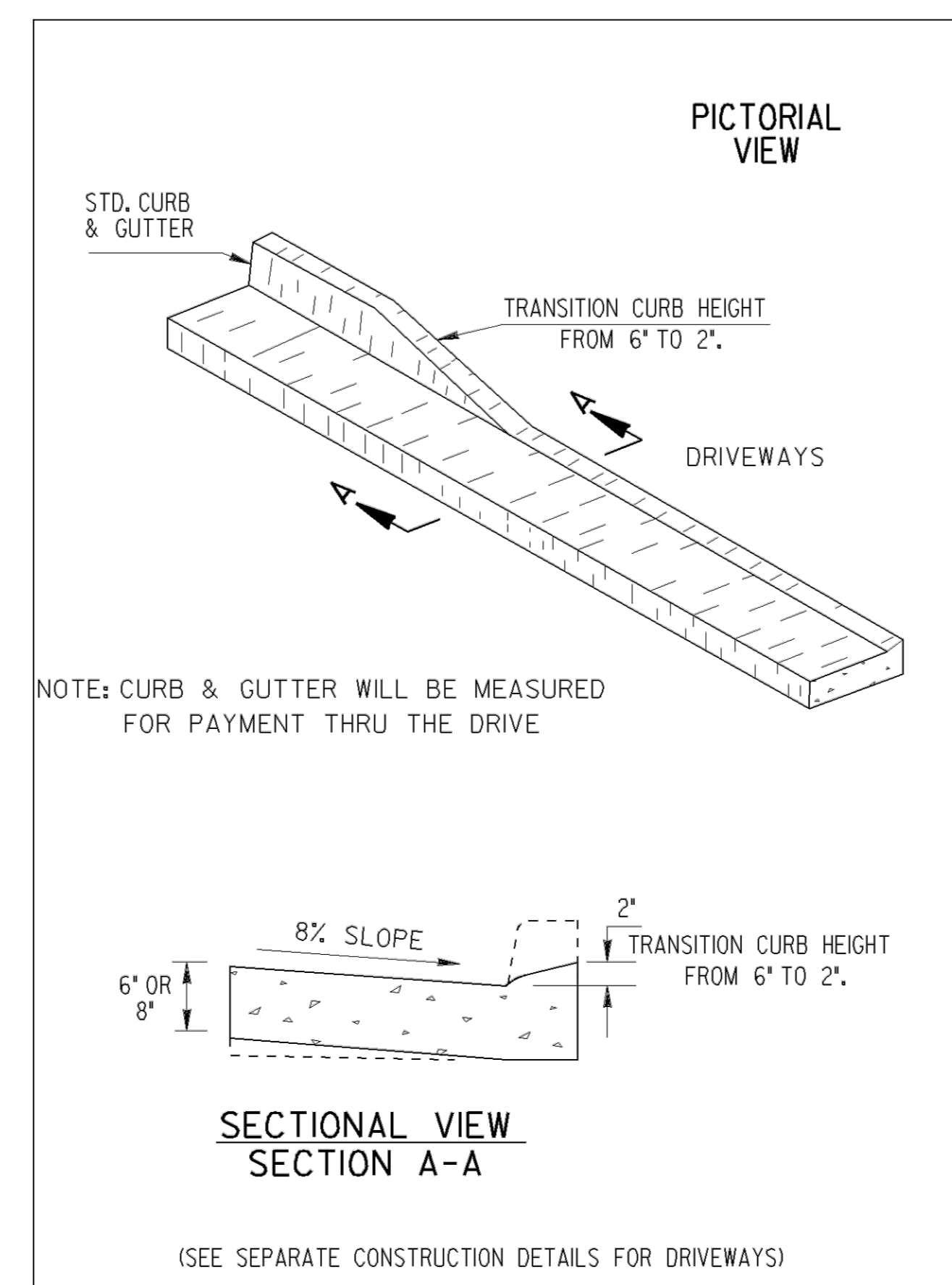
- NOTES:
1. PRODUCT TO BE: CAST IN PLACE REPLACEABLE TACTILE WARNING SURFACE TILES AS MANUFACTURED BY ADA SOLUTIONS, INC., OR APPROVED EQUAL.
 2. TACTILE WARNING PRODUCTS SHALL BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS.
 3. COLOR TO BE BRICK RED.
 4. UNITS SHALL BE 24" WIDE. LENGTHS MAY VARY DEPENDING ON INSTALLATION LOCATION. CONTRACTOR TO SUBMIT LAYOUT PLAN FOR UNITS FOR APPROVAL.

DETECTABLE WARNING STRIPS

4 ADA RAMP DETAIL
C500 NTS

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5 CURB TRANSITION DETAIL
C500



24 HOUR CONTACT
CITY OF DACULA

JOEY MURPHY
770-963-7451

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SUWANEE, GEORGIA 30024
PHONE: (770) 932-6550
FAX: (770) 932-6551
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CITY OF DACULA
OWNER:
442 HARBINS RD
DACULA, GA 30099

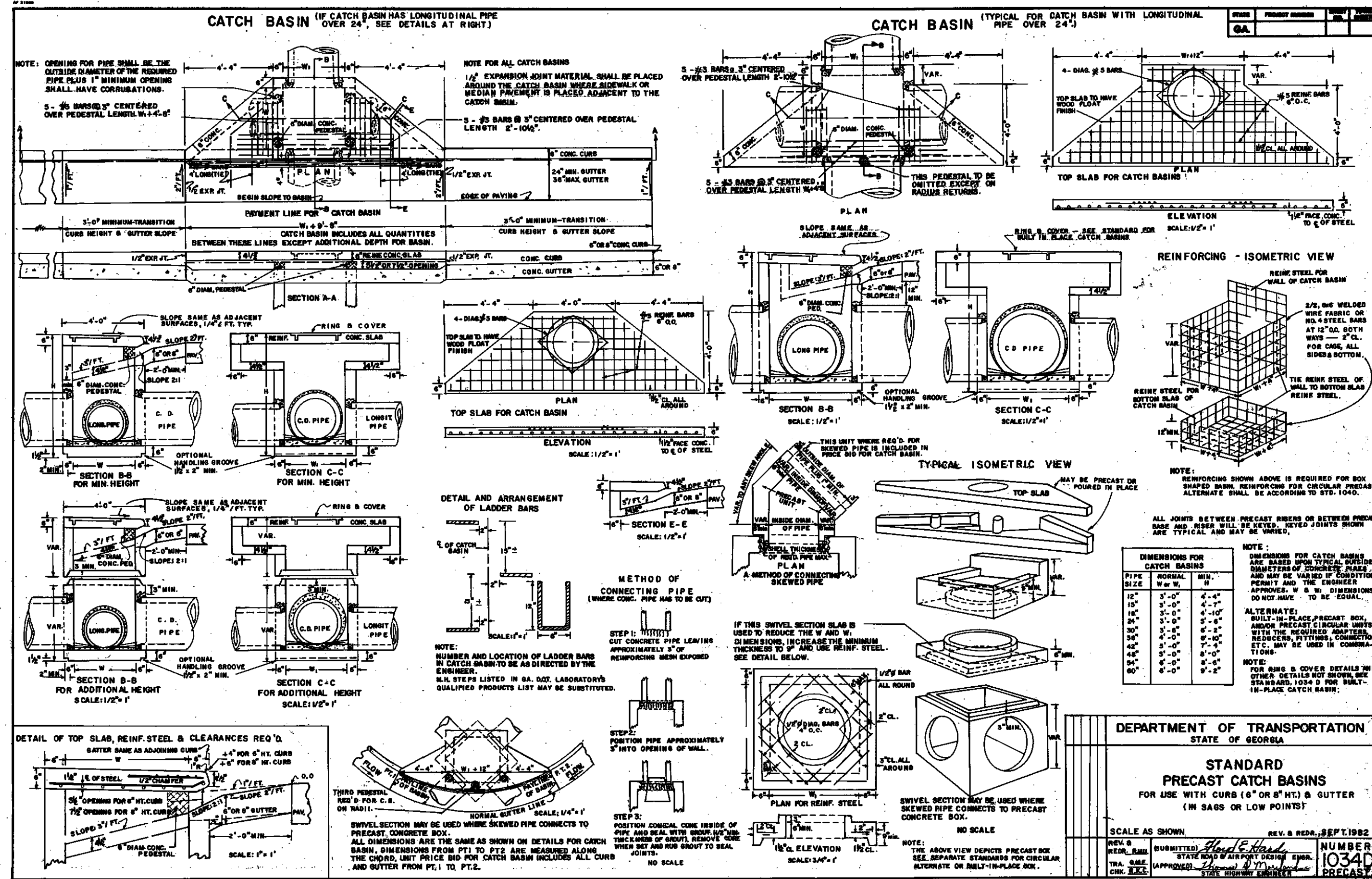
PROJECT:
ROBIN RIDGE DRIVE, TECCA COURT,
AND JOEY COURT ASPHALT PAVING
IMPROVEMENTS / SIDEWALK PROJECT
LAND LOT: 276
DISTRICT: 5TH
GWINNETT COUNTY
DACULA, GEORGIA

DATE: 03/24/21
DESCRIPTION: CONSTRUCTION DETAILS

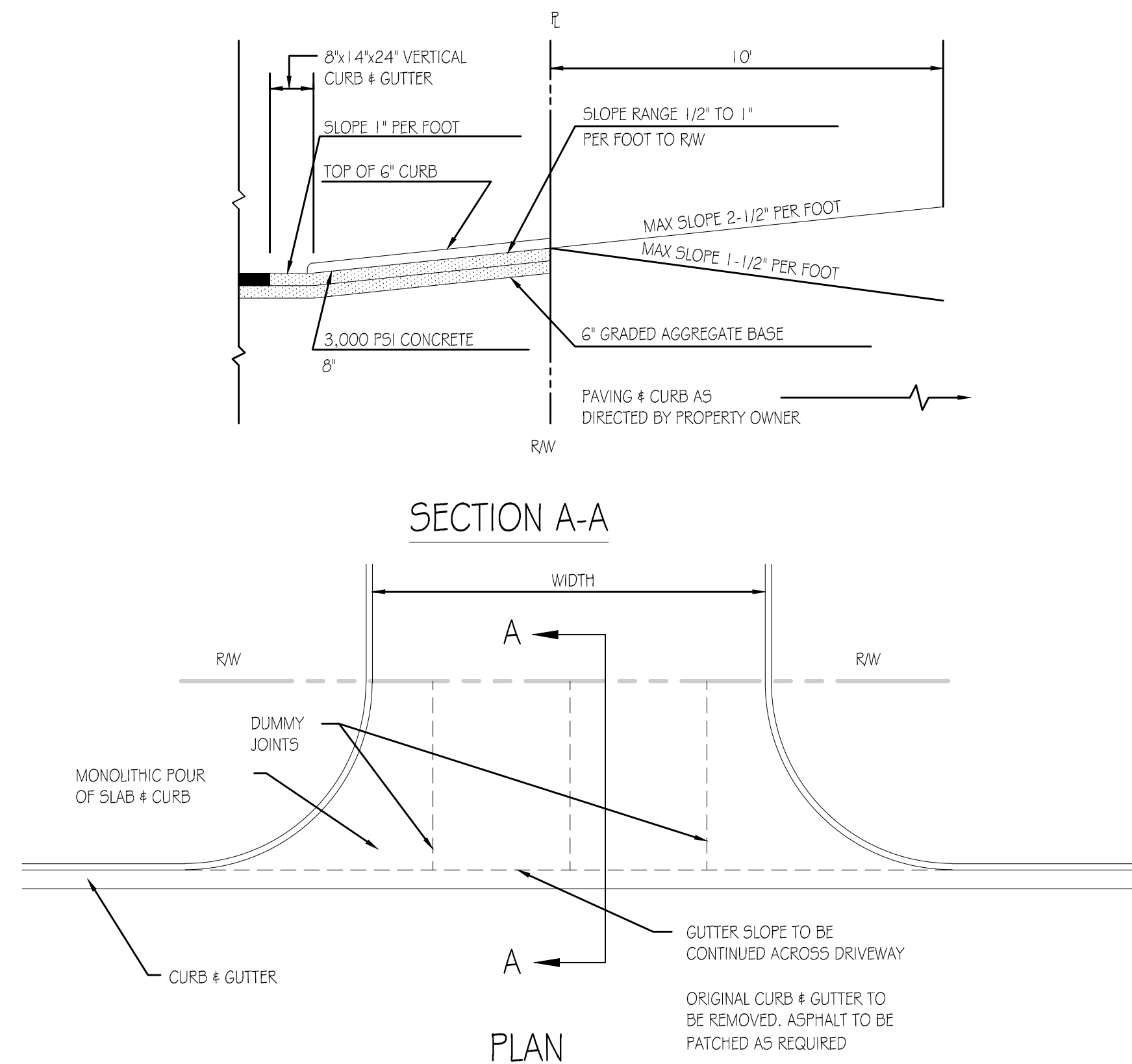
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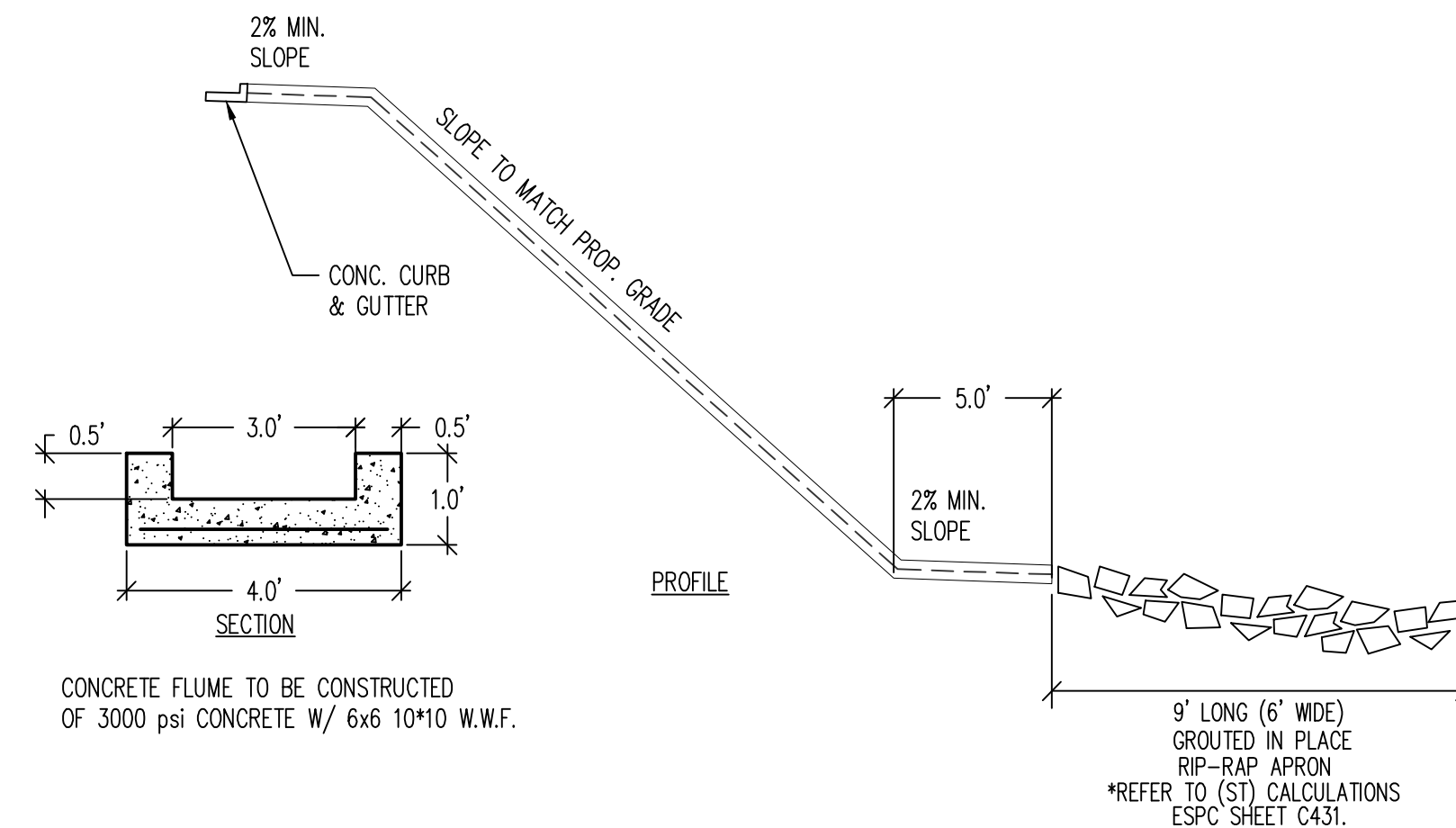
CONSTRUCTION
DETAILS
C500



1 DOUBLE WING CATCH BASIN (SWCB) GADOT STD. 1034D
C501 N.T.S.



3 CONCRETE DRIVEWAY APRON
C501 N.T.S.



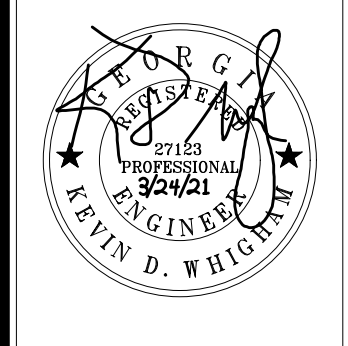
2 CONCRETE FLUME DETAIL
C501 N.T.S.

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CONSTRUCTION
DETAILS
C501

Project Manual

for

Robin Ridge Drive, Joey Court and Tecca Court
Asphalt Paving Improvements/Sidewalk Project

for

City of Dacula

G e o r g i a

Dated

March 24, 2021

Prepared By:



4174 Silver Peak Parkway
Suwanee, Georgia 30024

Robin Ridge Drive, Joey Court, and Tecca Court
Asphalt Paving Improvements/Sidewalk Project
for
City of Dacula, Georgia

SECTION TITLE

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00 500	“DRAFT” Contract
00 600	Bonds & Certificates
00 700	General Conditions
00 801	Supplementary Conditions
00 802	Notice of Commencement
0 900	Addenda and Clarifications

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01 500	Temporary Controls
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02 200	Earthwork
02 270	Slope Protection and Erosion Control
02 514	Site Concrete
02 547	Bituminous Surfacing
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02 720	Site Drainage
02 930	Lawns and Grasses
02 933	Temporary Seeding

APPENDIX

- Project Location Map
- Asphalt Pavement Core Study- Southern Geotechnical Consultants

ADVERTISEMENT FOR BIDS

Sealed bids for the Robin Ridge Drive, Joey Court, and Tecca Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula will be received by the City of Dacula at Dacula City Hall – 442 Harbins Road, Dacula, Ga. 30019, until **3:00 PM** local time on **Wednesday, May 19, 2021**.

Any bid received after said time and date will not be accepted by the City. The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal Form, Form of Agreement, Drawings, Specifications, Bid forms, Bid Bond, Performance Bond, Payment Bond, Bidders Qualifications Forms, and other Contract Documents may be examined at the following locations: McFarland-Dyer & Associates, Inc. (MDA), 4174 Silver Peak Parkway, Suwanee, Georgia 30024. Contact: Kevin D. Whigham, P.E. (770) 932-6550 email: kwhigham@gomda.net.

All Bidders must be registered with MDA to assure that Bidders receive all addenda and/or clarifications to the Bid Documents in a timely manner, it is highly recommended that all bidders obtain at least one complete set of Bid Documents directly from MDA. Entities that do not obtain Bid Documents from this source will not receive addenda and/or clarifications directly from MDA. Bidders relying on plan rooms or other services to obtain Bid Documents, rather than obtaining them directly from the source are doing so at their own risk. Copies of the Documents and specifications will be provided in Electronic Format and can be obtained by contacting MDA to be placed on the Bidder's List. Electronic Copies will be made available on MDA's FTP website or sent by email at no charge. If hard copies are required, there is a non-refundable cost for each set of plans and specifications of \$ 150.00 (cash or check).

A. BASE BID –

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision and coordination of all trades, utility suppliers, governmental inspections and approvals to complete the construction, installation, and coordination for the Robin Ridge Drive, Tecca Court, and Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula as follows:

The City of Dacula is currently making improvements to aging and deteriorated City Streets within the City Limits of Dacula in Gwinnett County, Georgia. Robin Ridge Drive, Joey Court, and Tecca Court are in need of Asphalt Milling and Repaving, Driveway Apron Replacement, Roll Curb & Gutter Replacement, and Sidewalk Installation improvements. All improvements are to be performed within the existing right-of-way unless otherwise stated on the Drawings.

Robin Ridge Drive, Joey Court, and Tecca Court existing asphalt pavement has been built up from years of repaving so that the edge of existing pavement is approximately 4" to 8" above the existing gutter line throughout the subdivision streets based on Geotechnical Report provided by Southern Geotechnical Consultants. The City desires for the Contractor to provide variable milling to return the road grade back to the appropriate elevation to obtain 2-1/2" below gutter line. Once milling and repaving is complete, road grade should be flush with gutter line for roll curb & gutter. The City will provide an Asphalt Coring Report performed by Southern Geotechnical Consultants dated February 22, 2021 which identifies the existing pavement thickness at core locations illustrated on the Drawings. Existing asphalt on Robin Ridge Drive shall also be edge milled at intersection of McMillan Road for smooth transition with existing road surface. In addition to road milling, the existing roll curb & gutter for the entire subdivision will also be demolished and replaced along the entire length of roadway prior to repaving. All concrete demolished materials, miscellaneous demolished items, and asphalt millings shall be hauled off-site and disposed of at an appropriate facility by the Contractor.

New roll curb and gutter will then be installed around the entire subdivision on Robin Ridge Drive, Joey Court, and Tecca Court after demolition of the existing curb is complete. New Roll curb & gutter shall match existing back curb elevation. New concrete storm catch basin tops will also be installed to replace the broken and deteriorated existing tops. All existing driveways along the northwest side of Robin Ridge Drive will be saw cut and demolished approximately 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb and gutter and sidewalk to the remaining existing driveway

Once roll curb & gutter replacement and road milling operations are complete, the existing streets will receive an asphalt tack coat prior to installation of 1" Type 'D' mix asphalt binder course. An additional asphalt tack coat will be applied and then 1-1/2" Type 1 - 'F' mix (9.5 mm) asphalt surface course will be installed for each street. The Contractor will utilize additional surface course material to provide new crown in roadway to direct stormwater appropriately to each side of the street. In addition, Robin Ridge Drive will be extended approximately 10 feet at end of road per City's direction. Contractor shall install road extension utilizing full depth pavement section as illustrated on the Drawings.

Minor storm improvements need to be made at end of Robin Ridge Drive. A new concrete flume with rip rap apron will be installed on south side of road to discharge stormwater down existing slope. Existing Mailboxes for #2313, #2282, and #2283 will be relocated just north of the existing location behind new roll curb & gutter. Roll curb & gutter at #2372 will need adjustment during curb replacement so that slope to downstream double wing catch basin can be increased for positive drainage.

New 5' wide concrete sidewalk will be installed along the entire length of northwest side of Robin Ridge Drive in order to provide pedestrian connectivity from existing sidewalk on McMillan Road to the side entrance of Maple Creek Park. Sidewalk will be installed adjacent to roll curb and gutter with no grassed beauty strip. Jogs will be made at driveways to provide for mailbox installation and will be filled in with concrete. Contractor is responsible for all construction and materials needed to raise any water valves and/or relocate fire hydrants or water meters to complete sidewalk installation. Contractor shall be an approved Gwinnett County Utility Contractor. All coordination with Gwinnett County Water and Sewer Department is the responsibility of the Contractor.

B. BID ALTERNATE NUMBER 1

In addition to driveway apron for northwest side of Robin Ridge Drive, Add Alternate #1 will include driveway apron replacement for remainder of the driveways around the entire subdivision. All existing driveway aprons are to be saw cut and demolished 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb & gutter and remaining existing driveway.

Thermoplastic Stop Bar Striping will be provided at all intersections and crosswalk striping installed at Robin Ridge Drive and McMillan Road intersection. Handicap Ramps will be installed as required to meet ADA access. Existing road signage shall be reinstalled behind new sidewalk along Robin Ridge Drive. All existing street signs will be replaced with new signage. Traffic access to streets and private driveways shall remain open at all times.

All disturbed areas outside of limits of pavement, roll curb and gutter, and sidewalks shall be stabilized with permanent Sod grassing.

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility. The Contractor will have Ninety (90) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with the City of Dacula and/or Gwinnett County. A complete list of materials should be included in the Contractor's overall Bid and the Contractor will be required to submit a schedule of values with his Bid.

Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price Index listed at the time of bid opening. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision 109 (dated 2008), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **3:00 PM** local time on **Wednesday, April 28th, 2021**. All bidders are strongly encouraged to attend this conference. Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. All questions concerning this project shall be submitted in writing by fax or email to McFarland-Dyer & Associates, Inc. (Owner's Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, fax number 770-932-6551 or email kwhigham@GoMDA.net no later than **Wednesday, May 5th, 2021 by 5:00 PM.**

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project. Existing grades and crown of roadway shall be maintained except as otherwise indicated in the Bid Documents, Drawings, and Specifications to direct stormwater towards the existing ditch or proposed storm inlets as illustrated on the Drawings. All streets will be repaved to existing widths except as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt repaving work for this project.

Contractor is responsible for all earthwork quantities to complete the scope of work for the project. All costs associated with haul off or haul in of earthwork materials shall be included in the Contractor's overall Bid at no additional cost to the Owner.

By: Honorable Trey King, Mayor
City of Dacula, Georgia

SECTION 00 100

INSTRUCTIONS TO BIDDERS

Each Bidder by making his bid represents that he has read and understands the bidding documents and has visited the site and familiarized himself with the local conditions under which the work is to be performed.

All bids must be prepared on the forms provided by the Owner's Representative and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids set forth in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.

Work under the contract consists of furnishing all labor and materials required to complete the project entitled: Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula. In accordance with Contract Documents prepared by: McFarland - Dyer & Associates, Inc. (MDA), 4174 Silver Peak Parkway, Suwanee, Georgia 30024. Phone: (770) 932-6550 / Fax: (770) 932-6551.
Dated: March 24, 2021.

The following provisions shall be applicable to all Bidders:

- A. During grading and excavation phases, if required, should the following conditions be encountered: mass rock, trench rock, trench earth excavation, earth excavation, earth fill and unsuitable soils, Contractor shall immediately notify the Owner's Representative who may observe and will determine the appropriate action necessary for the work to proceed. If, in the opinion of the Owner's Representative, work in addition to the original contract requirements is required, that portion pertaining to any of the foregoing conditions will be performed on a time and material basis and the contract shall be equitably adjusted by change order in accordance with the guidelines set forth in Section 00 801 of these Contract Documents. Contractor shall submit unit prices as required herein that are used to formulate his bid. Unit and/or lump sum prices shall include cost of material, sales tax, delivery, labor, labor burden, supervision, taxes, insurance and all other costs including profit and overhead. Owner's Representative and Owner reserve the right to accept or reject these prices or request the work to be performed on a time and material basis with complete daily breakdowns and logs submitted by General Contractor.

Contractor may draw his own conclusions and no responsibility is assumed by the Owner's Representative or Owner for subsurface conditions or quality of same. No claims for extra compensation or for additional contract time will be allowed due to subsurface conditions.

- B. Time is of the essence. Construction of the Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project must be substantially complete within Ninety (90) consecutive days from date of Notice to Proceed.
- C. A bid bond in the amount of 5% of the base bid shall accompany the bid. The Attorney-in-Fact who signs the bid bond must file with the bid bond a certified copy of his Power of Attorney to sign such bond.
- D. Neither Contractor, nor his material suppliers, nor his Subcontractors shall install or otherwise incorporate any materials containing asbestos, PCB or other hazardous materials within the boundaries of the Project. No soil found on site, or transported to the site from remote locations which is contaminated with material containing asbestos, PCB, radon, gasoline, fuel oil, diesel fuel or other similar fossil fuels shall be used for fill, backfill or landscape topsoil.

- E. Each bidder represents that his bid is based upon the work described in the Bid Documents, Drawings, and Specifications.
- F. When references are made in the specifications to trade names, or to the names of manufacturers, such references are made solely to designate and identify the quality of the equipment or material to be furnished, and are not intended to restrict competitive bidding. In case the Contractor wishes to use material and equipment other than those specified, PRIOR WRITTEN REVIEW by Owner's Representative must be obtained.
- G. If it is desired to use equipment or materials of different manufacturer or trade names from those specified, application for review of such equipment or materials must reach the hands of the Owner's Representative at least ten (10) days prior to the date set for the opening of bids. Application for review must be accompanied by supporting data clearly proving equality of the proposed substitute to that specified. To be acceptable, a substitute must be equal, or exceed, all requirements of the base specifications, including space limitations. A comparative data schedule shall accompany the submittal. Any changes in the work which might be required to accommodate the proposed substitute shall be clearly shown and described. Should the proposed substitute be accepted, any such changes required in other work due to the use of the substitute shall be coordinated and accomplished by Contractor as part of the Contract at no additional cost to Owner.
- H. No substitutes allowed.
- I. No consideration can be given to requests for review received later than ten (10) days prior to the day set for the opening of bids.
- J. METHOD OF AWARD
 - 1. A lump sum, fixed price bid proposal is requested with specific Schedule of Values to be provided by the Contractor by which they based their bid upon as part of the Contract Documents and as outlined in the Bid Proposal Form, Section 00 300. Award will be made to the lowest responsive, responsible, qualified bidder.
 - 2. The lump sum bid for the construction of the work as outlined in the Contract Documents and set forth in detail in the proposal, includes the furnishing of all equipment, materials, labor, insurance, overhead and profit for the completion of the work as per the Contract Documents.

K. RIGHT TO REJECT BIDS

Owner reserves the right to reject any or all bids and to waive informalities. It is distinctly understood and all bids are made subject to this Agreement, that Owner reserves the right to decide which bid he deems lowest and best. In arriving at this decision, due consideration will be given to the reputation of the bidder, his financial responsibility, work of this type successfully completed, and the character of materials and equipment offered. No bids received after the time set for opening proposals will be considered. Any unauthorized conditions, limitations or provisions attached to the proposal, or the omission of a bid on any item in the proposal for the section bid upon, will render it informal and may cause its rejection. No bids will be allowed to be withdrawn after time set for receiving bids.

L. CONTRACT DOCUMENTS

- 1. The Contract Documents are intended to agree and be mutually explanatory, and they shall be accepted and used as a whole and not separately. Should any items be omitted from the Project Scope of Work and/or the Drawings, or vice versa, it shall be executed the same as if shown and

- combined in both. Should any item be omitted or should any item be described in the Scope and/or Drawings, but not duplicated on other, it shall be executed the same as if shown and combined in both. Should contradiction be found, notify Owner's Representative prior to receipt of bids so that contradictions can be clarified by addendum (a).
2. Large scale details will be furnished by the Owner's Representative for all work which in the opinion of Owner's Representative requires same. Details shall be accurately followed, deviation therefrom being cause for rejection of work.
 3. Explanatory note shall be preferred to conflicting drawn out indications. Large scale details shall be preferred to scale measurements. In all cases the details shall be checked with existing conditions. Should any variation be found, it shall be immediately referred to Owner's Representative for clarification and adjustment.
 4. Owner's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and judge the performance thereunder by Contractor. Owner's Representative will within a reasonable time, render such interpretations as he may deem necessary for the proper execution or progress of the work.
 5. Contractor shall field verify items as outlined in the Project Scope of Work and/or the Drawings.
 6. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done.
 7. Any quantities called out in the Scope of Work, Bid Documents, Drawings, Specifications, and/or Details are approximate. Contractor shall calculate and verify his own quantities used to formulate his bid. Contractor shall verify and determine his own quantities for all materials, lengths of roadway, and other items required to complete the repaving and drainage improvement work for the project as described in the Scope of Work, Bid Documents, Drawings, and/or Specifications.
 8. Contractor is responsible for hauling off all demolition materials (soil, base, existing asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner.
 9. Contractor shall use the Georgia DOT asphalt index when forming his bid and adjust prices during construction. Use the latest version of the Georgia DOT index for calculations. Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price Index listed at the time of bid opening. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision 109 (dated 2009, or latest version), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.
 10. Contractor shall coordinate with Owner to locate a suitable staging area near each street in the project. If necessary, the Contractor is responsible for the coordination and payment of fees or leasing agreements needed for the storage and/or staging of equipment on private property.
 11. The Contractor shall mill and repave the existing asphalt streets as outlined in the Scope of Work, Bid Documents, Drawings, and/or Specifications.
 12. Contractor shall provide an Asphalt Tack Coat as outlined in the Scope of Work, Bid Documents, Drawings, and/or Specifications.

21-0105

INSTRUCTIONS TO BIDDERS

00 100-4

13. The Contractor is responsible for any and all utility locates needed before commencing work on the project. The Contractor shall contact the affected utility, not the City, should utility damage occur. Emergency contact numbers will be provided to the successful bidder.
14. Contractor is responsible for coordinating with Gwinnett County Water & Sewer Department and Gwinnett County DWR prior to performing utility relocation for water valves, water lines, and fire hydrants.
15. Contractor is not responsible for acquiring any permits.
16. No other testing requirements are required by the Contractor unless an unforeseen circumstance arises with subgrade issue on a case by case basis. If this occurs the repaired area shall be proof rolled for subgrade and base material in the presence of the Owner and/or Engineer prior to placing base and binder material over graded aggregate base material. If any areas fail, then the Contractor will be required to provide a Geotechnical Engineer to qualify and quantify bad materials. Geotechnical Engineer shall be selected by the Contractor, approved by the owner, and paid through an approved change order.
17. Access through intersections and to residential driveways, as well as maintaining one lane (12' wide minimum for school bus access) open for traffic at all times is the Contractor's responsibility. The Contractor's means, methods and scheduling for completion of the contract work is his responsibility.
18. Limits of repaving work for this project occur in residential areas so work is restricted to between the hours of 8 a.m. to 6 p.m. Monday through Saturday. No work on Sunday.
19. Contractor shall build up new pavement at centerline of streets to be repaved in order to provide a positive crown in road that slopes from centerline to shoulder and/or curb and gutter (min. 2% cross slope), as illustrated on the Drawings and if required. Contractor shall maintain existing drainage patterns to all storm inlets or as illustrated on the Drawings.
20. Contractor shall taper down or feather asphalt down at existing driveways for flush tie-in. Any damage to existing driveways is the Contractor's responsibility and shall be repaired or replaced by the Contractor at no cost to the Owner. Contractor shall edge mill existing asphalt at intersections so that there is a smooth transition with the new and existing asphalt.
21. Contractor is responsible for all erosion control required to complete the scope of work such as Rip Rap, Erosion Control Matting, temporary and permanent grassing (Sod), and other measures as outlined in the Scope of Work, Bid Documents, and/or Performance Specification.
22. No partial sets of the Contract Documents will be issued by Owner or Owner's Representative.

End of Section

SECTION 00 300

BID PROPOSAL FORM

TO: CITY OF DACULA

P.O. Box 400

Dacula, Georgia 30019

Date: _____

Gentlemen:

Having carefully examined the Contract Documents entitled Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project, dated March 24, 2021 and Addendum (a) No. (s) _____, and having examined the site and conditions affecting the work, including availability of materials and labor, the undersigned hereby proposes to furnish all materials, labor, tools, equipment, machinery, transportation, supervision, administration and services necessary and incidental to construct and substantially complete the repaving improvements called for in the Contract Documents for said project, and in accordance with said documents, shall be substantially complete by the time set forth therein.

A. BASE BID –

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision and coordination of all trades, utility suppliers, governmental inspections and approvals to complete the construction, installation, and coordination for the Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula as follows:

The City of Dacula is currently making improvements to aging and deteriorated City Streets within the City Limits of Dacula in Gwinnett County, Georgia. Robin Ridge Drive, Joey Court, and Tecca Court are in need of Asphalt Milling and Repaving, Driveway Apron Replacement, Roll Curb & Gutter Replacement, and Sidewalk Installation improvements. All improvements are to be performed within the existing right-of-way unless otherwise stated on the Drawings.

Robin Ridge Drive, Joey Court, and Tecca Court existing asphalt pavement has been built up from years of repaving so that the edge of existing pavement is approximately 4" to 8" above the existing gutter line throughout the subdivision streets based on Geotechnical Report provided by Southern Geotechnical Consultants. The City desires for the Contractor to provide variable milling to return the road grade back to the appropriate elevation to obtain 2-1/2" below gutter line. Once milling and repaving is complete, road grade should be flush with gutter line for roll curb & gutter. The City will provide an Asphalt Coring Report performed by Southern Geotechnical Consultants dated February 22, 2021 which identifies the existing pavement thickness at core locations illustrated on the Drawings. Existing asphalt on Robin Ridge Drive shall also be edge milled at intersection of McMillan Road for smooth transition with existing road surface. In addition to road milling, the existing roll curb & gutter for the entire subdivision will also be demolished and replaced along the entire length of roadway prior to repaving. All concrete demolished materials, miscellaneous demolished items, and asphalt millings shall be hauled off-site and disposed of at an appropriate facility by the Contractor.

New roll curb and gutter will then be installed around the entire subdivision on Robin Ridge Drive, Joey Court, and Tecca Court after demolition of the existing curb is complete. New Roll curb & gutter shall match existing

back curb elevation. New concrete storm catch basin tops will also be installed to replace the broken and deteriorated existing tops. All existing driveways along the northwest side of Robin Ridge Drive will be saw cut and demolished approximately 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb and gutter and sidewalk to the remaining existing driveway.

Once roll curb & gutter replacement and road milling operations are complete, the existing streets will receive an asphalt tack coat prior to installation of 1" Type 'D' mix asphalt binder course. An additional asphalt tack coat will be applied and then 1-1/2" Type 1 - 'F' mix (9.5 mm) asphalt surface course will be installed for each street. The Contractor will utilize additional surface course material to provide new crown in roadway to direct stormwater appropriately to each side of the street. In addition, Robin Ridge Drive will be extended approximately 10 feet at end of road per City's direction. Contractor shall install road extension utilizing full depth pavement section as illustrated on the Drawings.

Minor storm improvements need to be made at end of Robin Ridge Drive. A new concrete flume with rip rap apron will be installed on south side of road to discharge stormwater down existing slope. Existing Mailboxes for #2313, #2282, and #2283 will be relocated just north of the existing location behind new roll curb & gutter. Roll curb & gutter at #2372 will need adjustment during curb replacement so that slope to downstream double wing catch basin can be increased for positive drainage.

New 5' wide concrete sidewalk will be installed along the entire length of northwest side of Robin Ridge Drive in order to provide pedestrian connectivity from existing sidewalk on McMillan Road to the side entrance of Maple Creek Park. Sidewalk will be installed adjacent to roll curb and gutter with no grassed beauty strip. Jogs will be made at driveways to provide for mailbox installation and will be filled in with concrete. Contractor is responsible for all construction and materials needed to raise any water valves and/or relocate fire hydrants or water meters to complete sidewalk installation. Contractor shall be an approved Gwinnett County Utility Contractor. All coordination with Gwinnett County Water and Sewer Department is the responsibility of the Contractor.

B. BID ALTERNATE NUMBER 1

In addition to driveway apron for northwest side of Robin Ridge Drive, Add Alternate #1 will include driveway apron replacement for remainder of the driveways around the entire subdivision. All existing driveway aprons are to be saw cut and demolished 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb & gutter and remaining existing driveway.

Thermoplastic Stop Bar Striping will be provided at all intersections and crosswalk striping installed at Robin Ridge Drive and McMillan Road intersection. Handicap Ramps will be installed as required to meet ADA access. Existing road signage shall be reinstalled behind new sidewalk along Robin Ridge Drive. All existing street signs will be replaced with new signage. Traffic access to streets and private driveways shall remain open at all times.

All disturbed areas outside of limits of pavement, roll curb and gutter, and sidewalks shall be stabilized with permanent Sod grassing.

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility. The Contractor will have Ninety (90) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with the City of Dacula and/or Gwinnett County. A complete list of materials should be included in the Contractor's overall Bid and the Contractor will be required to submit a schedule of values with his Bid.

Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price Index listed at the time of bid opening. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision 109 (dated 2008), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **3:00 PM** local time on **Wednesday, April 28th, 2021**. All bidders are strongly encouraged to attend this conference. Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. All questions concerning this project shall be submitted in writing by fax or email to McFarland-Dyer & Associates, Inc. (Owner's Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, fax number 770-932-6551 or email kwhigham@GoMDA.net no later than **Wednesday, May 5th, 2021 by 5:00 PM**.

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project. Existing grades and crown of roadway shall be maintained except as otherwise indicated in the Bid Documents, Drawings, and Specifications to direct stormwater towards the existing ditch or proposed storm inlets as illustrated on the Drawings. All streets will be repaved to existing widths except as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt repaving work for this project.

Contractor is responsible for all earthwork quantities to complete the scope of work for the project. All costs associated with haul off or haul in of earthwork materials shall be included in the Contractor's overall Bid at no additional cost to the Owner.

A. *BASE BID – ITEM #1 Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula – LUMP SUM AMOUNT*

****Bidder agrees to perform all of the Improvements described in the specifications and represented by the project drawings for the SUM OF :**

_____ (\$_____)

(Amounts shall be shown in both * words and figures).

* In case of discrepancy, the amounts shown in words will govern.

****Please note that successful Bidder will be required to submit a Unit Price Breakdown of items used in determining the Lump Sum Bid Proposal Price for this work.**

**** The *Base Bid* amount shall consist of Work Items more particularly described in Section 01 000, Project Scope & Performance Specification. The Contractor shall be responsible for all labor, equipment, materials, operations, details, insurance, supervision, coordination, administration, overhead and profit, plus all necessary incidental costs associated with the complete function of the Work Scope in context of the project.**

B. *BID ALTERNATE – ITEM #2 Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula – LUMP SUM AMOUNT*

****Bidder agrees to perform all of the Improvements described in the specifications and represented by the project drawings for the SUM OF :**

_____ (\$_____)

(Amounts shall be shown in both * words and figures).

* In case of discrepancy, the amounts shown in words will govern.

****Please note that successful Bidder will be required to submit a Unit Price Breakdown of items used in determining the Lump Sum Bid Proposal Price for this work.**

**** The *Bid Alternate #1* amount shall consist of Work Items more particularly described in Section 01 000, Project Scope & Performance Specification. The Contractor shall be responsible for all labor, equipment, materials, operations, details, insurance, supervision, coordination, administration, overhead and profit, plus all necessary incidental costs associated with the complete function of the Work Scope in context of the project.**

**C. TOTAL BID FOR ITEMS #1 AND ITEM #2 Robin Ridge Drive, Tecca Court, Joey Court
Asphalt Paving Improvements/Sidewalk Project for the City of Dacula – LUMP SUM AMOUNT**

TOTAL BASE BID – ITEMS NO. 1 AND ITEM NO. 2

**Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project
for the City of Dacula
– LUMP SUM AMOUNT**

**Bidder agrees to perform all of the Improvements described in the specifications and represented by the project drawings for the LUMP SUM AMOUNT FOR BOTH ITEMS OF

_____ (\$ _____)

(Amounts shall be shown in both * words and figures).

*In case of discrepancy, the amounts shown in words will govern.

Notice to Proceed will be issued after the Pre-Construction meeting as soon as all required paper work such as Contracts, Bonds, Insurance, etc. are in order. Contractor shall mobilize within ten (10) days of Notice to Proceed issued by the City of Dacula and to commit adequate forces on site to substantially complete all Work including punch list items and clean-up for the Base Bid within Ninety (90) consecutive calendar days. The City of Dacula will charge the Contractor One-Hundred Dollars and no cents (\$100.00) per day for liquidated damages for every day past the completion of the Contract.

The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of 60 days following such time. The undersigned, upon receipt of written notice of the acceptance of this bid, agrees to execute within ten (10) days a Contract for the work for the above stated compensation, and to furnish and deliver to Owner at the same time as the Contract, the required Performance Bonds, and a Labor and Materials Payment Bond, for General Contractor in amount to equal 100% of the Contract Sum. These bonds shall be written on forms provided by a company acceptable to the Owner and licensed to do business in the State of Georgia at the time the bonds are written, and that is listed on “Department of the Treasury Circular 570.”

If this proposal is accepted within 60 days after the date set for the opening of bids and the undersigned fails to execute the Contract within ten (10) days after written notice of such acceptance or if he fails to furnish the Performance Bonds and the Labor and Material Payment Bond, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, said Bid Bond shall be returned to the undersigned upon completion of such obligations.

The undersigned has checked carefully all the foregoing figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making this bid. The undersigned also acknowledges receipt of the following Addenda, listed by number and date as issued appearing on each:

21-0105

BID PROPOSAL FORM

00 300-6

Addendum No.Date

IN COMPLIANCE WITH THE ATTACHED SPECIFICATIONS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED BY THE CITY OF DACULA, GA WITHIN SIXTY (60) DAYS OF THE DATE OF BID OPENING, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED TO THE DESIGNATED POINT(S) WITHIN THE TIME SPECIFIED IN THE BID SCHEDULE. THE SUCCESSFUL CONTRACTOR SHALL PROVIDE A SCHEDULE OF VALUES WITH UNIT PRICES FOR A BREAKDOWN OF THEIR LUMP SUM BID.

COMPANY: _____

COMPLETE PHYSICAL ADDRESS: _____

REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL: _____

PRINT AUTHORIZED REPRESENTATIVE'S NAME: _____

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE:

SECTION 00 500

CONTRACT

THIS AGREEMENT, made this _____, day of _____, 2021, by and between the City of Dacula, Georgia, herein called "Owner", acting herein through its Mayor, Hon. Trey King, and _____, County of _____, and State of Georgia, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of the Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula described as follows:

A. BASE BID –

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision and coordination of all trades, utility suppliers, governmental inspections and approvals to complete the construction, installation, and coordination for the Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula as follows:

The City of Dacula is currently making improvements to aging and deteriorated City Streets within the City Limits of Dacula in Gwinnett County, Georgia. Robin Ridge Drive, Joey Court, and Tecca Court are in need of Asphalt Milling and Repaving, Driveway Apron Replacement, Roll Curb & Gutter Replacement, and Sidewalk Installation improvements. All improvements are to be performed within the existing right-of-way unless otherwise stated on the Drawings.

Robin Ridge Drive, Joey Court, and Tecca Court existing asphalt pavement has been built up from years of repaving so that the edge of existing pavement is approximately 4" to 8" above the existing gutter line throughout the subdivision streets based on Geotechnical Report provided by Southern Geotechnical Consultants. The City desires for the Contractor to provide variable milling to return the road grade back to the appropriate elevation to obtain 2-1/2" below gutter line. Once milling and repaving is complete, road grade should be flush with gutter line for roll curb & gutter. The City will provide an Asphalt Coring Report performed by Southern Geotechnical Consultants dated February 22, 2021 which identifies the existing pavement thickness at core locations illustrated on the Drawings. Existing asphalt on Robin Ridge Drive shall also be edge milled at intersection of McMillan Road for smooth transition with existing road surface. In addition to road milling, the existing roll curb & gutter for the entire subdivision will also be demolished and replaced along the entire length of roadway prior to repaving. All concrete demolished materials, miscellaneous demolished items, and asphalt millings shall be hauled off-site and disposed of at an appropriate facility by the Contractor.

New roll curb and gutter will then be installed around the entire subdivision on Robin Ridge Drive, Joey Court, and Tecca Court after demolition of the existing curb is complete. New Roll curb & gutter shall match existing back curb elevation. New concrete storm catch basin tops will also be installed to replace the broken and deteriorated existing tops. All existing driveways along the northwest side of Robin Ridge Drive will be saw cut and demolished approximately 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb and gutter and sidewalk to the remaining existing driveway

Once roll curb & gutter replacement and road milling operations are complete, the existing streets will receive an asphalt tack coat prior to installation of 1" Type 'D' mix asphalt binder course. An additional asphalt tack coat will be applied and then 1-1/2" Type 1 - 'F' mix (9.5 mm) asphalt surface course will be installed for each street. The Contractor will utilize additional surface course material to provide new crown in roadway to direct stormwater appropriately to each side of the street. In addition, Robin Ridge Drive will be extended approximately 10 feet at end of road per City's direction. Contractor shall install road extension utilizing full depth pavement section as illustrated on the Drawings.

Minor storm improvements need to be made at end of Robin Ridge Drive. A new concrete flume with rip rap apron will be installed on south side of road to discharge stormwater down existing slope. Existing Mailboxes for #2313, #2282, and #2283 will be relocated just north of the existing location behind new roll curb & gutter. Roll curb & gutter at #2372 will need adjustment during curb replacement so that slope to downstream double wing catch basin can be increased for positive drainage.

New 5' wide concrete sidewalk will be installed along the entire length of northwest side of Robin Ridge Drive in order to provide pedestrian connectivity from existing sidewalk on McMillan Road to the side entrance of Maple Creek Park. Sidewalk will be installed adjacent to roll curb and gutter with no grassed beauty strip. Jogs will be made at driveways to provide for mailbox installation and will be filled in with concrete. Contractor is responsible for all construction and materials needed to raise any water valves and/or relocate fire hydrants or water meters to complete sidewalk installation. Contractor shall be an approved Gwinnett County Utility Contractor. All coordination with Gwinnett County Water and Sewer Department is the responsibility of the Contractor.

B. BID ALTERNATE NUMBER 1

In addition to driveway apron for northwest side of Robin Ridge Drive, Add Alternate #1 will include driveway apron replacement for remainder of the driveways around the entire subdivision. All existing driveway aprons are to be saw cut and demolished 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb & gutter and remaining existing driveway.

Thermoplastic Stop Bar Striping will be provided at all intersections and crosswalk striping installed at Robin Ridge Drive and McMillan Road intersection. Handicap Ramps will be installed as required to meet ADA access. Existing road signage shall be reinstalled behind new sidewalk along Robin Ridge Drive. All existing street signs will be replaced with new signage. Traffic access to streets and private driveways shall remain open at all times.

All disturbed areas outside of limits of pavement, roll curb and gutter, and sidewalks shall be stabilized with permanent Sod grassing.

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility. The Contractor will have Ninety (90) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with the City of Dacula and/or Gwinnett County. A complete list of materials should be included in the Contractor's overall Bid and the Contractor will be required to submit a schedule of values with his Bid.

Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price Index listed at the time of bid opening. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision 109 (dated 2008), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **3:00 PM** local time on **Wednesday, April 28th, 2021**. All bidders are strongly encouraged to attend this conference. Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. All questions concerning this project shall be submitted in writing by fax or email to McFarland-Dyer & Associates, Inc. (Owner's Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, fax number 770-932-6551 or email kwhigham@GoMDA.net no later than **Wednesday, May 5th, 2021 by 5:00 PM.**

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project. Existing grades and crown of roadway shall be maintained except as otherwise indicated in the Bid Documents, Drawings, and Specifications to direct stormwater towards the existing ditch or proposed storm inlets as illustrated on the Drawings. All streets will be repaved to existing widths except as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt repaving work for this project.

Contractor is responsible for all earthwork quantities to complete the scope of work for the project. All costs associated with haul off or haul in of earthwork materials shall be included in the Contractor's overall Bid at no additional cost to the Owner.

A. *BASE BID – ITEM #1 Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula – LUMP SUM AMOUNT*

****Bidder agrees to perform all of the Improvements described in the specifications and represented by the project drawings for the SUM OF :**

_____ (\$_____)

(Amounts shall be shown in both * words and figures).

* In case of discrepancy, the amounts shown in words will govern.

****Please note that successful Bidder will be required to submit a Unit Price Breakdown of items used in determining the Lump Sum Bid Proposal Price for this work.**

**** The *Base Bid* amount shall consist of Work Items more particularly described in Section 01 000, Project Scope & Performance Specification. The Contractor shall be responsible for all labor, equipment, materials, operations, details, insurance, supervision, coordination, administration, overhead and profit, plus all necessary incidental costs associated with the complete function of the Work Scope in context of the project.**

B. *BID ALTERNATE –ITEM #2 Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula – LUMP SUM AMOUNT*

****Bidder agrees to perform all of the Improvements described in the specifications and represented by the project drawings for the SUM OF :**

_____ (\$_____)

(Amounts shall be shown in both * words and figures).

* In case of discrepancy, the amounts shown in words will govern.

****Please note that successful Bidder will be required to submit a Unit Price Breakdown of items used in determining the Lump Sum Bid Proposal Price for this work.**

C. *TOTAL BID FOR ITEMS #1 AND ITEM #2 Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula – LUMP SUM AMOUNT*

***TOTAL BASE BID – ITEMS NO. 1 AND ITEM NO. 2
Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project
for the City of Dacula – LUMP SUM AMOUNT***

****Bidder agrees to perform all of the Improvements described in the specifications and represented by the project drawings for the LUMP SUM AMOUNT FOR BOTH ITEMS OF**

_____ (\$_____)

(Amounts shall be shown in both * words and figures).

*In case of discrepancy, the amounts shown in words will govern.

The OWNER is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. ' 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the

Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by The City of Dacula at any time. Contractor shall be required to provide copies to the City of Dacula upon request. Failure to comply with these rules will result in the rejection of the bid proposal and/or termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

Any dispute arising under this Contract shall be heard in the Superior Court of Gwinnett County, Georgia, and the parties consent to jurisdiction and venue in that Court. The parties waive any defense that may have to lack of jurisdiction or improper venue and agree to have all disputes resolved in the Superior Court of Gwinnett County.

CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of OWNER and to a fully complete the Project within Ninety (90) consecutive calendar days thereafter.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, on completion of the project and final inspection of the Owner.

Termination for Cause: The City may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

Termination for Convenience: The City may terminate this Contract for its convenience upon 30 days written notice to the Consultant. In the event of the City's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.
(Seal)

ATTEST:

CITY OF DACULA

By: _____

(Mayor)

ATTEST:

_____ (Seal)

(Contractor)

By: _____

(Witness)

SECTION 00 600

BONDS AND CERTIFICATES

PART 1 - GENERAL

1. BID BOND: A bid bond in the amount of 5% of the base bid shall accompany the bid. The Attorney in-fact who signs the bid bond must file with the bid bond a certified copy of his Power of Attorney to sign such bond.
2. PAYMENT & PERFORMANCE BOND: Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount of 100% of the Contract Sum, unless otherwise directed by the Owner. The surety must be one which is authorized to do business in the State of Georgia and is listed on "Department of the Treasury Circular 570". Bonds must be accompanied by letter stating company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement. It shall be specifically understood that the performance Bond fully protects the Owner and guarantees the completion of the project in accordance with all Bid Documents. After award of contract, submit a properly executed "Performance Bond" and "Labor and Material Payment Bond".
3. CERTIFICATE OF INSURANCE: After award of contract, Contractor shall submit a properly executed "Certificate of Insurance" to Owner.
4. LIST OF SUBCONTRACTORS: After award of contract, but prior to Pre-Construction Conference, submit a properly executed "List of Subcontractors".

End of Section

SECTION 00 700

GENERAL CONDITIONS

PART 1 - GENERAL

1. "The General Conditions for the Contract for Construction", 1997 Edition, with modifications as called out in Section 00 801 - Supplementary Conditions, is hereby made a part of these documents to the same extent as if herein written out in full.

End of Section

SECTION 00 801

SUPPLEMENTARY CONDITIONS (1997)

The following supplements modify, delete or add to the "General Conditions of the Contract for Construction, 1997 Edition". Where any article, paragraph or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered added thereto. Where any article, paragraph or sub-paragraph, in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph or sub-paragraph not so amended, voided, or superseded shall remain in effect.

I. ARTICLE 1 - GENERAL PROVISIONS

- A. Add to paragraph 1.1.1: The Drawings and Specifications shall include the Instructions to Bidders, Invitation to Bid, Sample Forms, Contractor's Bid, and all Addenda items relating to Bidding.
- B. Add to paragraph 1.1.7: The term "Project Manual" as used in these conditions is the volume which includes the Bidding Drawings and Specifications, the Agreement Between Owner and Contractor, the Conditions of the Contract, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of Contract.

II. ARTICLE 2 - OWNER

- A. Add paragraph 2.1.4: The Owner is the City of Dacula, Georgia. All contact with the Owner shall be made to and through the Engineer, Kevin D. Whigham, P.E., MDA, 770-932-6550 or kwhigham@GoMDA.net. The only other directions the Contractor may respond to and the Owner shall be responsible for are those issued by the City of Dacula Council, Mayor, or City Manager.
- B. Add to paragraph 2.2.5:
 - 1. Sets of Construction Documents may be obtained as provided for in Advertisement to Bid, which need not be returned by the successful bidder.
 - 2. For construction purposes, the Owner will furnish free of charge to the successful bidding Contractor a maximum of Five (5) printed sets of complete Construction Documents consisting of the Drawings, the Specifications, and all Addenda.
 - 3. Any additional sets of complete Construction Documents or additional copies of selected sheets of Contract Drawings, or sections or pages of Specifications requested by the Contractor will be supplied and billed to the Contractor.
- C. Add paragraph 2.4.2: "If, in the opinion of the Engineer, it is evident that the Contractor has not completed or will not be able to substantially complete the work in accordance with Drawings and Specifications due to default, negligence, or failure on the part of the Contractor, or their subcontractors, the Owner may, at his option, without prejudice, after the expiration of the two seven-day written notices to the Contractor, complete certain portions of the work as may be necessary, or augment the forces of the Contractor with additional manpower as may be required to complete the work by the contracted completion date. In such case, an appropriate deductive change order shall be written, deducting from the contract price the actual costs incurred by the Owner to complete or augment the work. Amount

charged to the Contractor will be subject to the approval of the Engineer. Such action, if taken by the Owner, shall not be interpreted by the Contractor as a termination of the contract as per Paragraph 14.2, and the Contractor is to continue to carry out the work or portions of the work as may be required by the contract during this time frame.

III. ARTICLE 3 - CONTRACTOR

A. Add paragraph 3.2.4:

3.2.4 In case of discrepancies or conflicts in the Drawings and Specifications, the documents to hold precedence over others shall be in the following order:

- 3.2.4.1 The Owner-Contractor Agreement (including modifications thereto).
- 3.2.4.2 Change Orders - Those of a later date shall take precedence over those of an earlier date.
- 3.2.4.3 Written Amendments to the Contract Signed by Both Parties - Those of a later date shall take precedence over those of an earlier date.
- 3.2.4.4 Addenda - Those of a later date shall take precedence over those of an earlier date.
- 3.2.4.5 Clarifications.
- 3.2.4.6 Supplementary Conditions.
- 3.2.4.7 General Conditions.
- 3.2.4.8 Specifications.
- 3.2.4.9 Schedules.
- 3.2.4.10 Details - Large scale details shall control over small scale drawings.
- 3.2.4.11 Other drawings.
- 3.2.4.12 Drawings dimensioned.
- 3.2.4.13 Drawings not dimensioned.

B. Add paragraph 3.2.5:

3.2.5 Items of work not illustrated in the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

C. Add paragraph 3.2.6 as follows:

3.2.6 MEASUREMENTS AND DIMENSIONS

- 3.2.6.1 The Contractor shall check and be responsible for correctness of all dimensions by taking measurements at the project site before ordering material or doing work dependent for proper size of installation upon coordination with job conditions.
- 3.2.6.2 The Contractor shall refer discrepancies between Drawings, Specifications, and Project Conditions to Engineer for adjustment before work affected thereby is begun.

- 3.2.6.3 No consideration shall be given any claim based on difference between actual dimensions and those illustrated on the drawings without first complying with 3.2.6.2 above.
- D. Add paragraph 3.3.8: All grades, lines, levels and benchmarks for the work under this Contract shall be established and maintained by the Contractor, who shall verify all grades, lines, levels and dimensions indicated on the Drawings, and shall report all discrepancies before commencing work. The Contractor shall provide and maintain well-built batter boards at corners. He shall establish and safeguard benchmarks in at least two widely separated places. As work progresses, he shall establish and safeguard benchmarks at each level and shall establish exact locations of partitions on rough floors as a guide to trades. Any costs of corrective measure necessitated by erroneous establishment of grades, lines, levels and benchmarks shall be paid for by the Contractor.
- E. Replace paragraph 3.7.1 with the following:
3.7.1 The Owner shall pay for any Permit and/or other jurisdictional fees. The Contractor shall secure and pay for all other governmental permits, fees, licenses and inspections necessary for the proper execution and completion of the work, which are customarily secured after execution of the contract and which are legally required at the time the construction begins.
- F. Add paragraph 3.7.6 Required permits, licenses, inspections and certificates shall be carefully preserved and prominently posted during the construction period at the project for the easy, convenient access by the various inspecting authorities.
- G. Add paragraph 3.19 as follows:

3.19 PRE-CONSTRUCTION CONFERENCE

- 3.19.1 A Pre-Construction Conference shall be held prior to commencement of work. The purpose of this conference is to introduce all members of the construction team, which include the Engineer, the Contractor's Project Manager, and the Contractor's Superintendent, to review and ensure all Drawings and Specifications and Submittals are completed and in compliance with all Agreements. In addition, the Contractor shall submit 2 copies of all Post-Bid Information, as described below, for the Owner and Owners' Representative's review.
- 3.19.2 A schedule of values for each major item of work included in the Contract shall be submitted on schedule of values cost index sheets contract and shall define both labor and materials costs for each. Provide breakdown per divisions and sections per table of contents of these specs. See sample form included in Bid For Lump Sum Contracts.
- 3.19.3 A statement designating all work to be performed by the Contractor's own forces shall be submitted.
- 3.19.4 A list of the name of all Sub-Contractors and names of other organizations proposed for each portion of the Work shall be properly executed on "List of Subcontractor's" - and shall be submitted for Owner's and Engineers' review with 24-hour phone numbers.

- 3.19.5 The Performance Bond shall be properly executed on acceptable forms and submitted in duplicate, as described in Section 00 600 - Bonds and Certificates. Bond rating letter shall be included.
- 3.19.6 The Labor and Materials Bond shall be properly executed on acceptable forms and submitted in duplicate.
- 3.19.7 The Certificate for Insurance shall be properly executed on acceptable forms and submitted in duplicate.
- 3.19.8 A list of the names of all suppliers of principal materials and equipment shall be submitted for Owner's and Engineer's review.
- 3.19.9 Construction Schedule submitted to Owner within two weeks of award of contract.
- 3.19.10 A schedule of submittals including certifications, shop drawings, product data, samples, manuals, as built drawings and guarantees with dates of proposed submittals shall be submitted.
- 3.19.11 In addition to submittal of the previous items, the following topics will be discussed. The General Contractor is encouraged to have all subcontractors represented at the conference:
 - 3.19.11.1 Introduction of all attending parties
 - 3.19.11.2 Channels and procedures for communication shall be discussed.
 - 3.19.11.3 Requests for substitution shall be issued in accordance with the requirements of Section 01 630.
 - 3.19.11.4 Issuance of RFP's (Requests for Proposals) by the Engineer shall be addressed by the General Contractor within 7 calendar days of receipt thereof in accordance with Supplementary Conditions, Article 7.
 - 3.19.11.5 Change Order compensation shall be based on figures indicated in Supplementary Conditions, Article 7.
 - 3.19.11.6 Pre-construction submittals shall be issued as indicated in Supplementary Conditions, sub-paragraph 3.19.
 - 3.19.11.7 Any requested shop drawings, samples and other project submittals shall be approved by Owner and Engineer.
 - 3.19.11.8 Job Progress Meetings shall be held on an as needed basis to review the Contractor's Application(s) for Payment.
 - 3.19.11.9 Applications for Payment shall be issued in accordance with the requirements of Article 9 of the General Conditions of the Contract for Construction and all applicable Supplementary Conditions. All Applications for Payment shall be received by the Engineer no later than the first day of each month and paid by the first Friday following the 15th day of the month. Retainage shall be as described in Supplementary Conditions, paragraphs 9.3.4, 9.6 and 9.6.6. (Retainage shall be 10 percent of the amount earned for the work in place, plus the value of stored materials up to and including 50 percent completion, then 0 percent until final completion, thereby reducing retainage at final completion to 5 percent of the contract amount (including change orders), subject to the approval of the Owner and the Engineer. In other words, at 50 percent project completion, retainage will be 5 percent of the contract amount, plus approved change orders, until final

completion is achieved. Retainage for individual subcontractors shall not be released separately as the subcontractors complete their work. Nor shall the retainage for individual subcontractors be reduced when payments beyond 50% of the individual contracts are released. Retainage shall only be reduced based on payments released in excess of 50% of the overall contract sum.

- 3.19.11.10 Safety precautions and programs shall be as directed by the General Contractor in accordance with the General Conditions in Section 00 700.
 - 3.19.11.11 Requests for time extension shall be issued in accordance with the requirements of the General and Supplementary Conditions, Article 8.
 - 3.19.11.12 Discrepancies and conflicts in the Drawings and Specifications shall be resolved using the order of precedence indicated in the Supplementary Conditions, paragraph 3.2.4.
 - 3.19.11.13 The Date of Substantial Completion shall not be achieved and the Certificate of Substantial Completion shall not be issued prior to receipt of the official Certificate of Occupancy by the General Contractor. This requirement is indicated in Specification Section 01 700, Part 1.1.A. In addition, the Certificate of Substantial Completion shall only be issued in accordance with the requirements of Section 9.8 of the General Conditions of the Contract for Construction.
 - 3.19.11.14 Contract closeout/final payment requirements are indicated in Section 01 700. Piecemeal delivery of final closeout documents and materials is unacceptable.
 - 3.19.11.15 Materials testing (if required) shall be conducted under a separate contract by the Owner. Contractor shall acquire a Geotechnical Engineer to perform all testing to be approved by and paid for by Owner. The General Contractor shall note that he is responsible for payment of additional testing services, if initial testing services fail.
 - 3.19.11.16 Immediately prior to Substantial Completion, the General Contractor shall prepare a comprehensive list of items to be corrected or completed (a punch list) for the Engineer's review, in accordance with paragraph 9.8.2 of the General Conditions. The Engineer shall then add to or delete items from the list during a Substantial Completion Inspection.
 - 3.19.11.17 Permits, fees, licenses, etc. shall be addressed in accordance with the requirements of General Conditions, paragraph 3.7.1, all applicable Supplementary Conditions, and as follows:
 - A. All work and material shall be in accordance with the National Electrical Code, the Plumbing Code, and other applicable Federal, State, County, and municipal laws, ordinances, rules and regulations pertaining to construction, and nothing in these plans or specifications shall be construed to permit work not conforming thereto. The Contractor shall consult the Engineer on all deviations regarding possible noncompliance and provide all labor and materials to complete the work as required by laws, ordinances, rules and regulations as directed by the Owner at no increase in cost to the Owner. He shall first confer with the Engineer before making any determinations as to changes in quality, scope and/or increases in cost.
 - 3.19.11.18 Compensation for stored materials shall be as defined in parts 6.2.1, 9.3.2, and 10.2.1.2 of the General Conditions, and as follows:
- H. Material delivered for the Contractor to locations other than the site may be taken into consideration in the preparation of pay requests at the discretion of Engineer, provided the Contractor furnishes satisfactory evidence that he has acquired title to such material that it will be utilized on the project covered by this contract in the form of an affidavit stating such.

Contractor must provide proof of acceptable insurance coverage on material stored off-site prior to payment for same as well as invoices for such stored materials indicating transfer of the property to the Owner.

IV. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

- A. Add to paragraph 4.1.1: The Architect referred to in the Contract, the General Conditions, Supplementary Conditions or other documents of the Contract shall mean the "Engineer", McFarland-Dyer & Associates, Inc., 4174 Silver Peak Parkway, Suwanee, GA 30024.
- B. Delete Paragraph 4.5 (Arbitration) in its entirety.

V. ARTICLE 7 - CHANGES IN THE WORK

- A. Add to paragraph 7.1.1

No extra work is to be done without a written change order. Payment will not be authorized for any extra or changed work for which the Contractor has failed to secure such written change order. All change orders must be signed by the Engineer and Owner.

- B. Delete paragraph 7.3 "Construction Change Directives" in its entirety.

VI. ARTICLE 8 - TIME

- A. Add sub-paragraph 8.1.5:

8.1.5 A working day is a day for which no premium pay is required of the Contractor for labor.

- B. Add paragraph 8.2.4

8.2.4 Upon the determination that the construction progress is two (2) weeks behind the original construction schedule as required by the General Conditions as submitted at the start of the project the Owner will require that the Contractor increase his work effort to a six (6) day ten (10) hour per day work week.

- C. Add sub-paragraph 8.2.5

8.2.5 When requested by the Engineer, the Contractor shall furnish reports as are reasonably desirable as to the progress, condition of the job and anticipated schedule of completing the various phases of the work.

- D. Add paragraph 8.4 - Rain Days

8.4 Requests for extension shall be issued in writing by the Contractor to the Engineer within 21 calendar days of the event which causes the delay. This requirement shall be strictly enforced. Completion time will not be extended for normal bad weather. The time for completion as stated in the Drawings and Specifications includes due allowance for days on which work cannot be performed out-of-doors. Any days lost due to the weather shall be documented and verified with the National Weather Service.

These days shall be reported by the Contractor at the monthly job site progress meeting.

For the purpose of this contract, the Contractor agrees that he may expect to lose working days to weather in accordance with the following table:

January - 14 days	May - 6 days	September - 2 days
February - 14 days	June - 3 days	October - 3 days
March - 10 days	July - 4 days	November - 5 days
April - 7 days	August - 2 days	December - 9 days

If the total accumulated number of working week days (Monday thru Friday) lost to the weather from the start of work until the building is enclosed, as defined by the Engineer, exceeds the total accumulated number to be expected for the same period from the table above, the contractual completion date shall be extended by the number of calendar days needed to include the excess number of days lost. No extension shall be made for days of bad weather occurring after the building is enclosed. No extension shall be allowed for days on which total precipitation volume is less than 1/10" as recorded by the National Oceanic and Atmospheric Administration, the National Weather Service, the U.S. Army Corps of Engineers, or any other source chosen to be recognized by the Engineer. No extension will be allowed for precipitation occurring on any Saturday or Sunday or nationally recognized holidays during the project life. Furthermore, should a project fall behind the Contractor's original construction schedule, no extensions will be given for inclement weather days beyond the originally scheduled dry-in date plus any additional days due Contractor during such originally scheduled period. No changes in the contract sum shall be authorized because of adjustment of contract time due to inclement weather.

VII. ARTICLE 9 - PAYMENTS AND COMPLETION

A. Add paragraph 9.2.2:

9.2.2 First Payment Application Actions and Submittals which must precede submittal of Contractor's first payment application are as follows:

B. Add paragraph 9.2.3:

9.2.3 The schedule of values shall be prepared in the line item format on Application and Certification for Payment and on Document G703 Continuation Sheet provided in Section 01 370, providing labor and material costs for each line item. Stored materials shall be summarized on the Continuation Sheet provided in Section 01 370.

C. Delete paragraph 9.3.1 entirely and add paragraph 9.3.1:

9.3.1 The Contractor shall submit to the Engineer, on or before the first day of each month, an itemized Application for Payment, notarized by a duly registered Notary Public, supported by data substantiating the Contractor's right to payment as the Owner or the Engineer may require, and reflecting retainage, as provided elsewhere in the Drawings and Specifications. The Form of Application for Payment shall be the Certificate for Payment in Section 01 370. Supporting data shall include Schedule of Values from

each Subcontractor requesting payment, broken down by labor and materials as the Engineer requires. Copies of requisitions from subcontractors and material suppliers may be required.

D. Add to the end of subparagraph 9.3.2:

9.3.2. Values related to General Contractor's and Subcontractor's overhead and profit for stored materials shall not be paid until the products are incorporated into the project. Materials stored or installed shall not be paid for if required submittals have not been completely reviewed.

E. Add new sub-paragraph 9.3.4 as follows:

9.3.4 Each Application for Payment up to and including the Application for Payment issued at or following 50% project completion (including approved change orders) shall include a ten percent (10%) retainage of all completed and stored to date items (including approved change orders).

F. In paragraph 9.4.1, in the first sentence delete "within seven days" and add "by the eighth day of the same month".

G. Add paragraph 9.5.1.9:

9.5.1.9 It shall be understood that if the Contractor's actual progress becomes more than 10% behind Contractor's anticipated progress, the Owner may direct the withholding of payments to Contractor in amounts equal to the percent behind Contractor's anticipated progress, in addition to the normal 10% withheld.

H. At paragraph 9.6.1, delete the phrase, "In the manner and within the time provided in the Drawings and Specifications", and in its place use, "On the first Friday following the fifteenth of the same month."

I. Add new sub-paragraph 9.6.6 as follows:

9.6.6.1 It shall be understood that the Owner shall make progress payments on account of the contract prices, including Owner approved and signed change orders, of labor and materials incorporated in the work and of materials suitably stored at the site thereof, as estimated by the Engineer, less the aggregate of previous payments, until one-half (50%) of the overall contract sum is due (including all Owner approved and signed change orders) and provided that:

- a. The work is not behind schedule as determined, by the Engineer only, from the Engineer accepted, time scaled CPM schedule with monthly anticipated progress payment amounts submitted at, or before, the Pre-construction meeting;
- b. The work is being performed in a satisfactory manner in compliance with the Drawings and Specifications as determined by the Engineer;
- c. There are no outstanding claims or liens on the property;

9.6.6.2 Further payments beyond 50 percent of the overall contract sum as referenced in 9.6.6.1, with total compliance of Items a, b, and c. shall be made in the amount of 100% of the value of the labor and/or materials incorporated in the work and of materials suitably stored at the site thereof unless;

- a. The percentage of work complete falls behind the percentage required by the Engineer accepted, time scaled construction progress schedule, as described in Item 9.6.6.1.a. by as much as 10%; or
 - b. The work is being performed in an unsatisfactory manner and/or non-compliant with the Drawings and Specifications as determined by the Engineer; or
 - c. There are outstanding claims or liens on the property.
- 9.6.6.3 In which event or events, the Owner shall reinstate the 10% retainage on all periodical payments to be paid while one or more of the events continue to exist. The Contractor shall be given written notice, by the Engineer, of the reinstatement of the retainage. If the Contractor's actual progress becomes more than 10% behind the Contractor's anticipated progress, as described in Item 9.6.6.1.a., the Engineer may direct the withholding of payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.
- 9.6.6.4 If the Contractor recovers all lost time and puts the work back on schedule (0% behind schedule) per schedule described in 9.6.6.1.a and remedies all breaches of 9.6.6.2.b. and 9.6.6.2.c. further payments shall be as described in 9.6.6.2; unless Items 9.6.6.1.a. or 9.6.6.2.b. and 9.6.6.2.c. recur in which event or events the Owner shall reinstate Item 9.6.6.3.
- J. In paragraph 9.7.1, in the first delete "within seven days" and add "by the eighth day of the month"; in the fourth line delete "within seven days after the date established in the Drawings and Specifications" and add "as described in paragraph 9-6-1".
- K. Add paragraph 9.9.4:

9.9.4 Should the Project, or any portion thereof, be incomplete for Substantial Completion or final completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy or by the Owner's normal full use of the project, nor shall the Contractor interfere in any way with said normal full use of the project. Further, the Contractor shall not be relieved of any responsibilities of the Contractor, including the required times of completion. Such occupancy by the Owner does not, in itself, constitute Substantial Completion nor Final Completion.
- L. Add paragraph 9.10.6:

9.10.6 Reduction in retainage shall not be made automatically. Any reduction in retainage shall only be considered based on the condition of the project at the time of issuance of the Certificate of Substantial Completion.
- M. Add paragraph 9.10.7:

9.10.7 In the event that Final Completion is not achieved within 60 days of the contracted date of Substantial Completion through no fault of the Owner or Engineer, the Contractor shall pay Owner amounts equal to the actual Owner's costs of continuing to provide administrative services on this Contract, until Final Completion.

N. Add paragraph 9.10.8:

- 9.10.8 Final Payment Application - Actions and submittals which must precede or coincide with submittal of contractor's final payment application are listed in Section 01 700.

O. Add paragraph 9.11

- 9.11 Article 1 of Chapter 10 of Title 13 of the Official Code of Georgia Annotated, relating to general provisions affecting contracts for public works, is amended by adding at the end of said article a new Code section to be designated as Code Section 13-10-2, which is hereby made a part of this Contract, to read as follows:

A. As used in this Code section, the term:

1. "Contractor" means a person having a direct contract with the Owner.
2. "Lower tier subcontractor" means a person other than a contractor having a direct contract with a subcontractor.
3. "Owner" means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.
4. "Engineer" means the Architect or Engineer in charge of the project as authorized by the Owner or such other contract representative or officer as designated in the Drawings and Specifications as the party representing the Owner's interest regarding administration and oversight of the project.
5. "Subcontractor" means a person other than an owner having a direct contract with the Contractor.

B. In any contract for the performance of any construction project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the Drawings and Specifications, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the Owner's discretion such materials and equipment suitably stored, insured and protected off-site at a location approved by the Engineer when allowed by the Drawings and Specifications, less retainage; and

1. Retainage to a maximum of 10 percent of each progress payment; provided, however, that when 50 percent of the contract value, including change orders and other additions to the contract value provided for by the Drawings and Specifications is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Engineer, the Owner shall withhold no more retainage. At the discretion of the owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
2. If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Contractor and subcontractors shall be

- entitled to resume withholding retainage accordingly.
3. At substantial completion of the work or such other standard of completion as may be provided in the Drawings and Specifications and as the Owner's Representative determines the work to be reasonably satisfactory, the Owner shall within 30 days after invoice and other appropriate documentation as may be required by the Drawings and Specifications are provided pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Engineer shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.
 4. The Contractor shall, within ten days from the contractor's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals 50 percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Contractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
 5. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor, provided that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- C. This Code section shall not apply to:
1. Any contracts let by the Department of Transportation of this state for the construction, improvement, or maintenance of roads or highways in this state or purposes incidental thereto; or
 2. Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or 45 days in duration.
- D. Contract and subcontract provisions inconsistent with the benefits extended to contractors, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contract or subcontract provisions allowing greater benefits to be extended to such contractors, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only.

- E. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence including any or all invoices that all payrolls, material bills, and other indebtedness connected with the work have been paid.

In addition to the foregoing, before the Owner can implement the above amendment to the contract, a letter of consent from the Surety Company must be provided to the Owner ten (10) days prior to the Contractor's request to the Owner to withhold no more retainage under the terms of 13-10-2.

- F. Add to paragraph above, paragraph B.,1.,a): Conditions for the reduction of retainage from 10 percent to no retainage are:
1. The work is not behind schedule as determined by the Engineer only, from the Architect approved, time scaled CPM schedule with monthly anticipated progress payment amounts submitted at or before the Pre-construction meeting;
 2. The work is being performed in a satisfactory manner in compliance with the Drawings and Specifications as determined by the Engineer;
 3. There are no outstanding claims or liens on the property. Contractor shall submit, with pay request, a lien release form for each subcontractor requesting payments these lien release forms shall be properly notarized.
 4. Further payments, with total compliance of B.1, B.2 and B.3 shall be made in the amount of 100% of the value of the labor and/or materials incorporated in the work and of materials suitably stored at the site thereof unless:
 - a. The percentage of work complete falls behind the percentage required by the construction progress schedule, as described in B.1 by as much as 10%; or
 - b. The work is being performed in an unsatisfactory manner and/or non-compliant with the Drawings and Specifications as determined by the Engineer; or
 - c. There are outstanding claims or liens on the property.
 - d. In which event or events, the Owner shall reinstate the 10% retainage on all periodical payments to be paid while one or more of the events continue to exist. The Contractor shall be given written notice, by the Engineer, of the reinstatement of the retainage. If the Contractor's actual progress becomes more than 10% behind the Contractor's anticipated progress, as described in Item 9.6.6.1.a. the Engineer may direct the withholding of payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.
 5. If the Contractor recovers all lost time and puts the work back on schedule (0% behind schedule) per schedule described in 9.6.6.1.a. and remedies all breaches of 9.6.6.2.b and 9.6.6.2.c further payments shall be as described in 9.6.6.2; unless Items 9.6.6.1.a or 9.6.6.2.b and 9.6.6.2.c recur in which event or events the Owner shall reinstate Item 9.6.6.3.

VIII. ARTICLE 11 - INSURANCE AND BONDS

A. Delete paragraph 11.1.2 in its entirety and substitute the following:

- 11.1.2. The insurance required by paragraph 11.1.1 shall be written for not less than any limits of liability listed below or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under paragraph 3.18. The Contractor agrees that, prior to the beginning of any work by the Contractor or any Subcontractor, as the case may be, he (the Contractor) will furnish the following to the Owner for himself, and will obtain, and retain in his files for the duration of the construction period, like certificates for each Subcontractor. Certificate from insurance company showing coverage of Workmen's Compensation Insurance for the State of Georgia or a certificate from Georgia Workmen's Compensation Board showing proof of ability to pay compensation directly. Certificate from insurance company showing coverage for the Contractor for the following:
1. Contractor's Protective and Public Liability Insurance: Taken out in the name of the Contractor.
 2. Personal Injury, including death - minimum limits of \$500,000 for each person and \$1,000,000 for each accident.
 3. Property Damage, minimum limits of \$300,000 for each accident and \$500,000 for aggregated of operations.
 4. Disposition: Certificate of Insurance must be sent to Engineer prior to commencement of work. See following for endorsement required on this certificate.

B. Delete paragraph 11.1.3 in its entirety and substitute the following:

- 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a statement on every policy or certificate, as the case may be, that "The insurance company agrees that Policy No. _____ shall not be canceled, changed, or allowed to lapse until ten (10) days after the Owner and Engineer have received written notice as evidenced by return receipt of registered letter".

C. Add paragraph 11.1.1.8:

- 11.1.1.8 Liability insurance shall include all major divisions of coverage and shall be on a comprehensive form including:
1. Premises - Operations
 2. Independent Contractor's Protective, for Owner and Contractor
 3. Products and Completed Operations (in force for one year beginning at Date of Substantial Completion)
 4. Contractual - including specified provisions for the Contractor's obligations under Paragraph 3.18.
 5. Owned, non-owned, and hired motor vehicles
 6. Broad form coverage for property damage
 7. Explosion and collapse hazard
 8. Underground hazard

D. Delete paragraph 11.2 in its entirety.

E. Delete paragraph 11.3 in its entirety and substitute the following:

11.3 The Contractor shall purchase and maintain property insurance upon the entire work at the site, to the full (100%) insurable value thereof. This insurance shall include the interest of the Owner and the Contractor in the work and shall insure against the perils of fire, extended coverage, and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

F. Delete Paragraph 11.4.1 in its entirety and substitute the following:

11.4.1 Contractor shall furnish both a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Sum, unless otherwise directed by the Engineer. Contractor shall also provide both Performance Bond and Payment Bond for his major subcontractors, including HVAC, electrical, plumbing, roofing and sprinkler. The sureties must be authorized to do business in the State of Georgia and listed on "Department of the Treasury Circular 570". In addition, companies furnishing bonds shall have an A.M. Best Company rating of at least a Class "A" with a financial size of VI or better. Bonds must be accompanied by letter stating company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

IX ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. Delete paragraph 13.5.3 entirely and replace as follows:

13.5.3

1. When initial tests indicate non-compliance with the Drawings and Specifications, all subsequent retesting caused by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be deducted by the Owner from the contract sum.
2. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
3. All specimens and samples for testing, unless otherwise provided in these Drawings and Specifications, will be taken by the testing laboratory. All sampling equipment and personnel will be provided by the testing laboratory and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

End of Section

SECTION 00 802

NOTICE OF COMMENCEMENT

Public Works

To: Clerk of Superior Court of Gwinnett County, Georgia

Pursuant to O.C.G.A. 36-82-104(f), not later than 15 days after physically commencing work, the undersigned gives Notice of Commencement of a public work including the following information:

1. _____
2. Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project in the City Limits of Dacula, Georgia.
3. Name and address of the state, country, municipal corporation, or public board or body thereof which is doing the public work:

City of Dacula
P.O. Box 400
Dacula, Georgia 30019
4. Name and address of the surety for the performance and payment bonds, if any:

5. Name and address of the holder of the security deposit provided pursuant to O.C.G.A. 13-10(b)(2)(B), if any: N/A

Contractor

Date

These documents must be filed with the Clerk of the Superior Court for the county in which the public work is located and a copy of this document must be posted at the public work site not later than 15 days after the Contractor physically commences work on the public work.

Within ten (10) calendar days of receipt of a written request, give a copy of this Notice of Commencement to any subcontractor, materialman, or person making the request.

End of Section

SECTION 00 900

ADDENDA AND CLARIFICATIONS

PART 1 - GENERAL

1.1 The following changes have been incorporated in the Construction Documents dated _____ (Released for Construction).

- a. Addendum No. 1, dated _____, 2021.
- b. Addendum No. 2, dated _____, 2021.
- c. Addendum No. 3, dated _____, 2021.

Copies of these documents are included herein.

PART 2 - N/APART 3 - N/A

End of Section

PROJECT SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

FOR

Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula

PART 1 - GENERAL

1.1 SCOPE OF WORK

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision and coordination of all trades, utility suppliers, governmental inspections and approvals to complete the construction, installation, and coordination for the Robin Ridge Drive, Tecca Court, and Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula as follows:

A. BASE BID –

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision and coordination of all trades, utility suppliers, governmental inspections and approvals to complete the construction, installation, and coordination for the Robin Ridge Drive, Tecca Court, and Joey Court Asphalt Paving Improvements/Sidewalk Project for the City of Dacula as follows:

The City of Dacula is currently making improvements to aging and deteriorated City Streets within the City Limits of Dacula in Gwinnett County, Georgia. Robin Ridge Drive, Joey Court, and Tecca Court are in need of Asphalt Milling and Repaving, Driveway Apron Replacement, Roll Curb & Gutter Replacement, and Sidewalk Installation improvements. All improvements are to be performed within the existing right-of-way unless otherwise stated on the Drawings.

Robin Ridge Drive, Joey Court, and Tecca Court existing asphalt pavement has been built up from years of repaving so that the edge of existing pavement is approximately 4" to 8" above the existing gutter line throughout the subdivision streets based on Geotechnical Report provided by Southern Geotechnical Consultants. The City desires for the Contractor to provide variable milling to return the road grade back to the appropriate elevation to obtain 2-1/2" below gutter line. Once milling and repaving is complete, road grade should be flush with gutter line for roll curb & gutter. The City will provide an Asphalt Coring Report performed by Southern Geotechnical Consultants dated February 22, 2021 which identifies the existing pavement thickness at core locations illustrated on the Drawings. Existing asphalt on Robin Ridge Drive shall also be edge milled at intersection of McMillan Road for smooth transition with existing road surface. In addition to road milling, the existing roll curb & gutter for the entire subdivision will also be demolished and replaced along the entire length of roadway prior to repaving. All concrete demolished materials, miscellaneous demolished items, and asphalt millings shall be hauled off-site and disposed of at an appropriate facility by the Contractor.

New roll curb and gutter will then be installed around the entire subdivision on Robin Ridge Drive, Joey Court, and Tecca Court after demolition of the existing curb is complete. New Roll curb & gutter shall match existing back curb elevation. New concrete storm catch basin tops will also be installed to replace the broken and deteriorated existing tops. All existing driveways along the northwest side of Robin Ridge Drive will be saw cut and demolished approximately 7 feet back from edge of roll curb and gutter. New concrete driveway

aprons will be installed so that driveways will have a flush transition from new roll curb and gutter and sidewalk to the remaining existing driveway

Once roll curb & gutter replacement and road milling operations are complete, the existing streets will receive an asphalt tack coat prior to installation of 1" Type 'D' mix asphalt binder course. An additional asphalt tack coat will be applied and then 1-1/2" Type 1 - 'F' mix (9.5 mm) asphalt surface course will be installed for each street. The Contractor will utilize additional surface course material to provide new crown in roadway to direct stormwater appropriately to each side of the street. In addition, Robin Ridge Drive will be extended approximately 10 feet at end of road per City's direction. Contractor shall install road extension utilizing full depth pavement section as illustrated on the Drawings.

Minor storm improvements need to be made at end of Robin Ridge Drive. A new concrete flume with rip rap apron will be installed on south side of road to discharge stormwater down existing slope. Existing Mailboxes for #2313, #2282, and #2283 will be relocated just north of the existing location behind new roll curb & gutter. Roll curb & gutter at #2372 will need adjustment during curb replacement so that slope to downstream double wing catch basin can be increased for positive drainage.

New 5' wide concrete sidewalk will be installed along the entire length of northwest side of Robin Ridge Drive in order to provide pedestrian connectivity from existing sidewalk on McMillan Road to the side entrance of Maple Creek Park. Sidewalk will be installed adjacent to roll curb and gutter with no grassed beauty strip. Jogs will be made at driveways to provide for mailbox installation and will be filled in with concrete. Contractor is responsible for all construction and materials needed to raise any water valves and/or relocate fire hydrants or water meters to complete sidewalk installation. Contractor shall be an approved Gwinnett County Utility Contractor. All coordination with Gwinnett County Water and Sewer Department is the responsibility of the Contractor.

B. BID ALTERNATE NUMBER 1

In addition to driveway apron for northwest side of Robin Ridge Drive, Add Alternate #1 will include driveway apron replacement for remainder of the driveways around the entire subdivision. All existing driveway aprons are to be saw cut and demolished 7 feet back from edge of roll curb and gutter. New concrete driveway aprons will be installed so that driveways will have a flush transition from new roll curb & gutter and remaining existing driveway.

Thermoplastic Stop Bar Striping will be provided at all intersections and crosswalk striping installed at Robin Ridge Drive and McMillan Road intersection. Handicap Ramps will be installed as required to meet ADA access. Existing road signage shall be reinstalled behind new sidewalk along Robin Ridge Drive. All existing street signs will be replaced with new signage. Traffic access to streets and private driveways shall remain open at all times.

All disturbed areas outside of limits of pavement, roll curb and gutter, and sidewalks shall be stabilized with permanent Sod grassing.

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility. The Contractor will have Ninety (90) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with the City of Dacula and/or Gwinnett County. A complete list of materials should be included in the Contractor's overall Bid and the Contractor will be required to submit a schedule of values with his Bid.

Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price Index listed at the time of bid opening. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision 109 (dated 2008), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **3:00 PM** local time on **Wednesday, April 28th, 2021**. All bidders are strongly encouraged to attend this conference. Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. All questions concerning this project shall be submitted in writing by fax or email to McFarland-Dyer & Associates, Inc. (Owner's Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, fax number 770-932-6551 or email kwhigham@GoMDA.net no later than **Wednesday, May 5th, 2021 by 5:00 PM**.

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project. Existing grades and crown of roadway shall be maintained except as otherwise indicated in the Bid Documents, Drawings, and Specifications to direct stormwater towards the existing ditch or proposed storm inlets as illustrated on the Drawings. All streets will be repaved to existing widths except as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt repaving work for this project.

Contractor is responsible for all earthwork quantities to complete the scope of work for the project. All costs associated with haul off or haul in of earthwork materials shall be included in the Contractor's overall Bid at no additional cost to the Owner.

The Contractor is not responsible for acquiring any permits in order to perform the repaving work for this project.

1.2 MEASUREMENT AND PAYMENT

- A. Furnish unit prices with quantity breakdowns of all items of construction per Section 00 100, Instruction for Bidders and Section 00 300, Bid Proposal Form.
- B. Furnish unit prices with quantity breakdowns of all items for the Erosion Control Maintenance of the project site.
- C. Contractor will note that any quantities called out in the Scope of Work, Bid Documents, and/or Performance Specification are approximate. Contractor shall calculate and verify his own quantities used to formulate his bid. Contractor shall verify all lengths of roadways and determine all quantities required to complete the asphalt repaving work.

PART 2 - PRODUCTS – N/A

PART 3 – EXECUTION – N/A

3.1 PAVING

- A. City of Dacula's Engineer or designated representative shall have access at all times to all parts of the material producing plants for checking the mixing operations and materials and the adequacy of the equipment in use.
- B. The Contractor is responsible for maintaining the existing pavement alignments, grades, elevations and cross sections as represented by existing roadway conditions.
- C. Submittals shall be in accordance with the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges and shall include aggregate source, gradation, soundness loss, percentage of wear, and other tests required by the DOT.
- D. Contractor shall submit a Job-Mix Formula per the requirements of the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges. Paving specifications as described below in Part 3.1 item J shall be used.
- E. Paving equipment, weather limitations, Job-Mix Formula, mixing, construction methods, compaction, finishing, tolerances, and protection shall conform to the requirements of the appropriate sections of the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges for the type of materials specified.
- F. Contractor to ensure that stormwater will not pond in roadway, driveways, or on adjacent shoulders or landscaped areas.
- G. After demolition and removal of the existing pavement and base materials, if required, the earth sub-grade shall be proof-rolled in the presence of the Owner and/or Owner's representative to determine the stability and adequacy of the earth base before proceeding with any repaving operations. The earth sub-grade and the GAB base are to be proof-rolled separately. Sections of earth sub-grade and/or GAB base failing to pass the respective proof-roll test shall be replaced and/or re-compacted and may require testing by a Geotechnical Engineer if requested by the Owner or the Owner's Representative, only if required.

Proof-rolling (if required):

- 1. After demolition operations, the Project area shall be proof-rolled in the presence of the Owner's Representative. A Geotechnical Engineer will be selected by the Contractor and approved by the Owner for this project and paid by the Contractor to perform geotechnical and materials testing services for the project if required.
- 2. Proof-rolling shall consist of a minimum of four (4) complete overlapping passes in each of two perpendicular directions with a heavily loaded 18-20 ton dual tandem dump truck.
- 3. Proof-rolling shall be performed in the presence of the Owner's Representative.
- 4. Any soft or unstable sub-grade soil conditions observed shall be identified for qualification and quantification by the Geotechnical Engineer.
- 5. Any soft or yielding areas shall be thoroughly undercut and replaced with well-compacted structural fill. Areas shall be compacted 95% Standard Proctor with the top twelve (12") inches compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report.

- H. Contractor shall be responsible for providing all equipment necessary to perform proof rolling operations of earth sub-grade, GAB base, and/or existing asphalt, if required.
- I. All areas indicated for Milling, Asphalt Repaving and Widening improvements along Maxey Street shall be performed as indicated in the Scope of Work and as illustrated on the Drawings. Transition between new and existing sections at intersection shall be flush and smooth. Any elevation difference shall be made up with additional asphalt surface course material. Centerline of each street shall be built up to create a positive crown in roadway sloping towards existing ditch.
- J. Placement of Asphaltic Paving Materials shall be as follows:
 - 1. Spread material in a manner which requires the least handling.
 - 2. Where thickness of finished paving will be 3 inches or less, spread in one layer.
 - 3. After material has been spread to proper depth, roll until the surface is hard, smooth, unyielding, and true to the thickness and elevations as determined by Owner's Representative.
 - 4. Roll in at least two (2) directions until no roller marks are visible.
- K. Finished paving smoothness tolerance:
 - 1. No depressions which will retain standing water. Contractor will ensure that stormwater will not pond in roadway, driveways or on adjacent shoulders or landscape areas.
 - 2. No deviations greater than 1/8 inch in six feet.
- L. All existing utility structures will be adjusted to fit flush with street surface 24 hours after resurfacing is completed in accordance with the City of Dacula Standards.

3.2 MAINTAINING TRAFFIC

- A. Sections of newly finished pavement and patching areas shall be protected from traffic until the traffic will not mar the surfaces or alter the surface textures.
- B. All traffic control and detouring equipment, methods and techniques shall conform to the latest edition of the M.U.T.C.D. and all supplements thereto.
- C. Maintain one (1) lane (12' wide minimum for school bus access) open at all times.
- D. Maintain local traffic access to all streets, all intersections and all private driveways during construction period and at all times. Contractor shall not perform any work that will impact the flow of traffic without approval of Owner's Representative.
- E. Contractor shall take necessary precautions to secure the construction sites to maintain a safe environment for the public.
- F. Contractor, vendors and all sub-contractors shall observe speed limits at all times.

3.3 EROSION CONTROL

- A. Install and maintain a comprehensive system of Soil Erosion Control measures throughout the duration of the projects in conformity with the "Manual for Erosion and Sediment Control in Georgia", 6th Edition, 2014 by the Georgia Soil and Water Conservation Commission and any supplements thereto.

- B. Contractor shall contain all soil erosion from the existing construction areas. Erosion control measures are required for any disturbed areas outside of edge-of-pavement limits such as regraded ditch work, culvert replacement, and storm sewer system installation.
- C. Erosion control includes, but is not limited to Rip Rap, Erosion Control Matting, Temporary and Permanent Grassing. Other BMP's may include Temporary Sediment Traps "F" (w/ filter fabric) and "P" (pigs-in-blanket), and Haybale & Rock Check dams. Temporary Grassing and Permanent Grassing is required where Contractor disturbs any area outside limits of repaving. Sod shall be replaced in kind where disturbed in property Owner's yards.

3.4 CLEAN-UP

- A. Contractor shall remove all debris, rubbish, and excess material from the work sites.
- B. Areas along roadways will be dressed, grassed and mulched.
- C. All excess material from demolition and/or construction activities will be hauled off and legally disposed of.

3.5 GUARANTEE

- A. Contractor shall guarantee all improvements from material and/or craftsmanship defects for a period of one (1) year from date of final acceptance of Work.

End of Section

SECTION 01 370

APPLICATION FOR PAYMENT

PART 1 - GENERAL

- 1.1 Contractor shall submit Application and Certification for Payment in format *similar* to that of the AIA Document G702 and the AIA Document G703, Continuation Sheet. (Example formats are hereby made a part of these documents. (Exhibits follow)

PART 2 - PRODUCTS – N/APART 3 - EXECUTION – N/A

End of Section

SECTION 01 400

QUALITY CONTROL

PART 1 - GENERAL

1.1 ON SITE OBSERVATIONS

- A. All work and materials shall be subject to review by Owner's Representative and Owner.
- B. Contractor shall fully cooperate and shall furnish all reasonable facilities for the inspections of all parts of the work during the entire construction period.

1.2 TESTING SERVICES

- A. All materials upon which the strength and durability of the work may depend, shall be subject to inspection and testing to establish conformance with City of Dacula, Gwinnett County D.O.T. and Georgia D.O. T. Standards. Contractor shall submit Asphalt Pavement Job Mix Formulas to Owner's Representative for review prior to installation of paving courses.
- B. A Geotechnical Engineer will be selected by the Contractor and approved by the Owner and paid by the Contractor, to perform geotechnical and materials testing services for the project. The Contractor will retain the services of the Geotechnical Engineer, only if required. Subgrade operations are not intended to be part of the scope of this project.
- C. It is the responsibility of the Contractor to implement the services of the testing company by ordering those services at the appropriate time in the work, as described below, if required. The Contractor must provide at least 24 hours notice to the testing company for required testing work. Failure to provide adequate notification may result in the requirement for more complex after-the-fact testing, for which the Contractor will be liable.
- D. Testing required under Paragraphs 1.3 A and 1.3 B are to be coordinated by and paid for by the Owner, to be witnessed by the appropriate local inspection agencies as well as by Owner's Representative. The Contractor will secure and maintain evidence of having completed and obtained successful results for those tests, to be transmitted to the Owner and Owner's Representative no later than twenty-four (24) hours by hand written draft, faxed or emailed; and fifteen (15) days for each report following testing.

1.3 SUMMARY OF REQUIRED NOTIFICATIONS

- A. Contractor's Geotechnical Engineer shall monitor subgrade demolition/preparation and shall observe all compaction, proof rolling, paving operations, and concrete pouring for curb & gutter, only if required. Contractor shall notify Owner and Owner's Representative at least 24 hours in advance of any proof rolling, paving and/or concrete pouring operations.
- B. Proof rolling, if required by Owner:
 - 1. After milling operations, a portion of the Project area shall be proof rolled as directed by the Owner. This shall be done for portions indicated by the Owner and for all other subgrade issues if they arise. If problems are encountered it will be the Contractor's responsibility to call in the Contractor's Geotechnical Engineer.
 - 2. Proof rolling shall consist of a minimum of four (4) complete overlapping passes in each of two perpendicular directions with a heavily loaded 18-20 ton dual tandem dump truck.

3. Proofrolling shall be performed in the presence of the Owner and Owner's Representative.
 4. Any soft or unstable sub-grade soil conditions observed shall be identified for qualification and quantification by the Geotechnical Engineer.
 5. Any soft or yielding areas shall be thoroughly undercut and replaced with well-compacted structural fill. Areas shall be compacted 95% Standard Proctor with the top twelve (12") inches compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report.
- C. Material to be placed in a qualified manner as defined by the Contract Documents shall be tested to confirm that the required conditions are met. The testing shall also indicate the type of material observed, the location of the test, the material moisture content and the current weather. Delivery and compaction of material shall be made during the presence of the testing company's representative and shall be subject to his approval. The inspection by no means absolves the Contractor from responsibility of compaction as specified.
- D. Unless material is covered with finish surfaces (paving) immediately following procedures described in B2 and B3 above, the material shall be observed by Owner's Representative again prior to the placement of those finished surfaces. The purpose of this final review is to preclude deterioration of the required conditions from continuing construction, water, or similar causes.

1.4 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or legal ordinances, or by plan approval authority, shall be the responsibility of the Contractor, unless otherwise provided in the Contract Documents.

1.5 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

End of Section

SECTION 01 500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1. SCOPE

- A. Construction facilities and temporary controls required for this work to be provided by Contractor, include, but are not necessarily limited to:

1. Traffic control signs, barrels, barricades where needed.
2. Parking of construction equipment and storage of materials.
3. Parking of construction personnel vehicles.

2. PROTECTION

- A. Use all means necessary to maintain construction facilities and temporary controls in proper and safe conditions throughout progress of work.

3. REPLACEMENTS

- A. In event of loss or damage, Contractor shall immediately make all repairs and replacements necessary to construction facilities and temporary controls to Engineer's satisfaction at no additional cost to Owner.

4. UTILITY HOOKUP

- A. All fees for temporary utility tie-ins, if required will be Contractor's responsibility.

PART 2 - PRODUCTS

1. CONTRACTOR'S STAGING AREA

- A. The location of construction equipment and materials storage shall be determined at the pre-construction conference. Contractor shall confine his storage therein and take necessary precautions to protect materials from all forms of damage and theft as a part of this work.

2. TEMPORARY UTILITIES

- A. Contractor shall furnish water, gas, electricity and telephone service as required during construction and extend temporary service lines to construction areas for use of all subcontractors and Owner's forces, if required.

B. Temporary Water

1. Provide ample supply of potable water for all purposes of construction at access points convenient to personnel, if required.
2. Provide sufficient heavy duty hose or PVC pipe to carry water to every required part of construction and allow use of water facilities to subcontractors engaged on work.

C. Temporary Electricity (*For Construction Trailer - if required*)

1. All temporary electrical facilities shall be constructed and maintained in accordance with the Division of Industrial Safety "Electrical Safety Orders" (ESO), the Public Utilities Commission "Rules for Overhead Line Construction" (G.O. 95). Materials, devices, and equipment used for these facilities shall be in good and safe condition but need not be new.
2. Installation of lighting and safety lights shall be in accordance with local, State and Federal applicable codes.
3. Run a copper ground wire, sized in accordance with NEC, in conduit run, and bond to all steel parts, using clamps acceptable to the NEC.
4. Any attachment of conduit to wood structure shall be by means of bolts or lag screws in shear. All supports shall be capable of supporting four times actual load.
5. Contractor is required to make application for temporary electric service and pay for costs for electric energy used during the course of construction and until final acceptance of work by Owner.

D. Telephone (*For Construction Trailer - if required*)

1. Contractor shall maintain telephone in field office for use of Engineer and Owner. All expenses shall be paid for by Contractor.
2. Contractor shall provide and pay for the telephone installation and service in the field office. Service shall be maintained for duration of project operations under this contract. Contractor shall provide 110 dB outside gongs or horns so that telephones may be heard throughout construction site, or contractor shall provide and install an electronic telephone answering machine.
3. Contractor shall provide and install an electric fax machine with a dedicated line for 24-Hour service within the temporary field office.

3. SANITARY FACILITIES

- A. Provide proper, adequate, sanitary facilities for use of all workers employed on project, in accordance with State and Local Health Departments.

4. TEMPORARY CONSTRUCTION, EQUIPMENT, AND PROTECTION

- A. Provide, maintain, and remove upon completion of work, all temporary equipment, barricades, lights, and all other protective structures or devices necessary for safety of workers and public property as required to complete all work of this contract.
- B. Provide all necessary protection and all barricades conforming to the standards of O.S.H.A. and requirements of Gwinnett County and City of Dacula.
- C. Contractor shall provide all measures necessary to protect equipment and materials at his own expense.
- D. Protect all workers and equipment from power lines and maintain safe distances and protective devices as required by Industrial Safety Commission.
- E. All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of City, County, State and other authorities having jurisdiction, including owner's and contractor's insurance companies, with regards to safety precautions, operation, and fire hazard.

- F. Protect work and materials to be used on project including materials which have had their title transferred to the Owner, from damage or loss due to elements, theft, vandalism, malicious mischief or other causes. Contractor shall be held responsible for such damages or losses which he shall remedy at his expense.

5. PARKING OF VEHICLES

- A. Contractor shall assume all responsibility for parking of his equipment, vehicles and his subcontractor's vehicles. "Job site parking" means an area or areas within the bounds of the property or other authorized areas to be used for parking for vehicles associated with this project. Such areas shall be designated at the preconstruction meeting.

PART 3 - EXECUTION

1. MAINTENANCE AND REMOVAL OF FACILITIES

- A. Maintain all construction facilities and temporary controls as long as needed for safe and proper completion of work.
- B. Remove all such temporary facilities and controls as rapidly as progress of work will permit or as directed by Owner, but prior to final completion.

End of Section

SECTION 01 630

PRIOR APPROVALS AND SUBSTITUTIONS

I. PART 1 - GENERAL

1. PRODUCTS

- A. Products are specified by ASTM and/or other reference standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor shall have the option of choosing among those names. When one manufacturer's specific product is specified and other manufacturers are listed as being acceptable suppliers, the other manufacturer's products must have the same basic properties as the specific product mentioned. When specifications indicate "Similar products shall be subject to Engineer's review", this refers to review during bidding only. Otherwise, the following substitution provisions must be observed in order to use any manufacturer not listed.

2. REQUESTS FOR PRIOR APPROVAL

- A. During bidding, the Engineer shall consider written requests for prior approval received at least ten (10) calendar days prior to bid date. Requests received after that time shall not be considered. If proposed prior approval is accepted by Engineer and approved by Owner, such acceptance shall be set forth in an addendum. Bidders shall not rely upon accepted prior approvals made in any other manner.

3. SUBSTITUTIONS

- A. After receipt of Bids and prior to award of Contract, substitutions may be negotiated. However, Contractor shall be required to provide a substitution form for any change to the original bid documents before it will be incorporated into the contract documents.
- B. After the date of the Contract, Engineer may consider formal requests from Contractor for substitution of products in lieu of those specified. Requests shall be submitted in accordance with the preceding requirements. One or more of the following conditions must also be documented as reason for substitution.
 - 1. The substitution is required for compliance with code requirements.
 - 2. The substitution is required because of the unavailability of the specified product.
 - 3. The substitution is required since new information discloses the specified products will not perform properly or fit into the designated space.
 - 4. The substitution is required since the manufacturer or fabricator refuses to certify or guarantee performance of the specified product as required.
 - 5. The substitution is required since it is clear, in the judgment of the Engineer, that a substitution would be substantially in Owner's best interests in terms of cost, time and/or other considerations.
- C. With each request for substitution Contractor shall include the following:
 - 1. Complete data substantiating compliance of proposed substitution with contract documents including:
 - a. Product identification, including manufacturer's name and address.

- b. Manufacturer's literature, including product description, performance and test data, and reference standards.
 - c. Name and address of similar projects on which product was used and date of installation.
 2. Itemized comparison of proposed substitution with product or method specified, noting any variance from the specified product which may result in inferior appearance, performance or installation complication.
 3. Information relating to changes in construction schedule.
 4. For requests submitted after bids are received, accurate cost data on proposed substitution in comparison with product or method specified, including any adjustment to the contract sum that will be provided if the substitution is accepted.
- D. In submitting requests for substitution, Contractor shall make the following personal representations:
 1. Contractor has investigated proposed product and has determined that it is equal or superior in all respects to the specified product.
 2. Contractor will provide an equal or better guarantee for proposed substitution as compared to the product specified.
 3. Contractor will coordinate installation of accepted proposed substitution into the project, making any such changes as may be required for the project to be completed in accordance with the Contract Documents.
 4. Contractor waives all claims for additional costs related to proposed substitution which became apparent during or following substitution submittal process.
 5. Cost comparison data is complete and includes all related costs under the contract, but does not include:
 - a. Cost under separate contracts.
 - b. Engineer's/Consultant's redesign fee.
 6. The proposed substitution satisfies Code Official's interpretations of all applicable codes.
- E. Substitutions shall not be considered if:
 1. They are indicated or implied on shop drawings or product data submittals without a formal request submitted in accordance with this Article.
 2. Acceptance will require substantial revision of contract documents.

REQUEST FOR PRIOR APPROVAL

PROJECT: _____ DATE SUBMITTED: _____

CONTRACTOR: _____ BID DATE: _____

SUB CONTRACTOR: _____ SUPPLIER: _____

SPEC SECTION: _____ PARAGRAPH: _____ TITLE: _____

PRODUCT SPECIFIEDPAGE NO.PRIOR APPROVAL PRODUCT

1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

1. The following required information is attached:

- A. Product identification manufacturer's name, address, telephone number.
- B. Manufacturer's literature, performance/test data, reference standard.
- C. Name/address of similar projects where product has been used and Date of Application.

2. Comparison of proposed substitute product with specified product:

A. Differences: _____

B. Effect on dimensions or other trades: _____

3. Comments: _____

BY : _____

REQUEST FOR SUBSTITUTION AFTER BID

PROJECT: _____ DATE SUBMITTED: _____

CONTRACTOR: _____ BID DATE: _____

SUB CONTRACTOR: _____ SUPPLIER: _____

SPEC SECTION: _____ PARAGRAPH: _____ TITLE: _____

1. The following required information is attached:
 - A. Product identification, manufacturer's name, address, telephone number
 - B. Manufacturer's literature, performance/test data, reference standard
 - C. Name/address of similar projects where product has been used and Date of Application
2. Comparison of proposed substitute product with specified product:
 - A. Differences: _____
 - B. Effect on dimensions and trades: _____
3. Data related to changes in construction schedule:

4. Accurate cost data on proposed substitution in comparison with product specified:

5. Reason for request for substitution: (Check One)
 - 1) ☐ Specified product will not meet code.
 - 2) ☐ Specified product unavailable for purchase.
 - 3) ☐ Specified product will not perform or fit as required.
 - 4) ☐ Manufacturer will not provide required certification or guarantee for specified product.
 - 5) ☐ Substitution is clearly in Owner's best interest in terms of cost or schedule.
 - 6) ☐ Substitution is proposed as a convenience to the Contractor, and the Contractor agrees to compensate the Architect for time involved in reviewing and processing the proposed substitution.

End of Section

SECTION 01 700

CONTRACT CLOSE-OUT

PART 1 - GENERAL

1. CLOSE-OUT TIMING

- A. Owner's Representative shall issue the Certificate of Substantial Completion when he has determined that the work or a designated portion thereof is substantially complete. Contractor shall then prepare, assemble and transmit the items as listed in Section 1.2 below to Owner's Representative for review and transmittal to Owner. Unless additional quantities are specified elsewhere, submit all items in duplicate.
- B. As-built documents and other close-out requirements shall be submitted (or performed) and accepted by Owner's Representative prior to date of final completion. All close-out documents shall be submitted to Owner's Representative simultaneously. Piece meal delivery of separate elements of the documents will not be acceptable and will be returned to Contractor.
- C. All close out requirements must be complete before submittal of final Application for Payment, including completion of unfinished work.

2. PUNCH LIST

- A. When the project is substantially complete Contractor shall notify Owner's Representative in writing at least five (5) days before the date of request for punch list inspection. Contractor shall arrange for the presence of all subcontractors whose work is involved, if required by Owner's Representative.
 - 1. Owner and/or Owner's Representative shall prepare a "Punch List" as a convenience to Contractor for items not completed and work not meeting the requirements of the Contract Documents. The "Punch List" is not to be construed to be a final or complete listing of project requirements, but is intended only to assist in the completion of the project. Contractor shall make a diligent effort to complete all work in conformance with the requirements of the Contract Documents before requesting a "Punch List".
 - 2. Correction of items noted on the "Punch List" does not relieve Contractor from conforming to all requirements of the Contract Documents.
- B. Contractor shall furnish three copies of the following:
 - 1. Consent of Surety for final payment.
 - 2. Final application for payment.
 - 3. Contractor's Statutory Affidavit ensuring noliens.
 - 4. Subcontractor Statutory Affidavits ensuring noliens.
- C. Warranties
 - 1. Contractor shall warrant all work executed by his forces and his subcontractors under this contract, and any additional modifications and change orders, to be absolutely free of all defects of workmanship and materials for a period of one year beginning on date of Substantial Completion. Contractor shall repair all such defects, resulting damages, and repair any damage to other work caused by subsequent repair work to

Owner's and Owner's Representatives' satisfaction no later than 30 days following written notification by Owner that remedial repairs are required.

2. At the end of the one (1) year warranty period, Contractor shall inspect the project with Owner for deficiencies. At that time, a correction list shall be prepared by Owner and Contractor shall make the necessary repairs and corrections immediately and as directed by Owner.
3. Contractor shall provide additional guarantees (in excess of one year) where specifically required by pertinent specification sections.

3. FINAL CLEANING

A. Prior to the Date of Substantial Completion, remove all debris, excess dirt, etc., for all portions of job site.

B. Final Inspection

1. When the work is completed in accordance with the Contract Documents and the requirements of Paragraph A above and General and Supplemental Conditions have been satisfied, Contractor shall notify Owner's Representative, in writing, that the work shall be ready for final inspection on a definite date which shall be stated in such notice. The notice shall be forwarded to Owner through Owner's Representative, who will attach his endorsement as to whether or not he concurs in Contractor's statement that the work will be ready for final inspection on the established date. Such endorsement shall not relieve Contractor of his responsibility in this matter.
2. Final inspection will be made by Owner and/or Owner's Representative when Contractor deems that the work has been completed in accordance with the Contract Documents and when he has requested a final inspection be made as outlined above.

End of Section

16-0312

CONTRACTOR WARRANTY FORM

01 740-1

PROJECT: Robin Ridge Drive, Joey Court, and Tecca Court Asphalt Paving
Improvements/Sidewalk Project for the City of Dacula, Georgia

LOCATION: Robin Ridge Drive, Joey Court, and Tecca Court in Dacula, Georgia.

OWNER: City of Dacula, Georgia

We _____, Contractor
(Company name)

for the above referenced project, do hereby warrant that all labor and materials furnished and work performed by this company are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from Date of Substantial Completion. This warranty commences at 12:00 noon on

_____ and will expire at 12:00 noon on _____. Should any defect develop during the warranty period commencement date due to improper materials, workmanship or arrangement, the same shall, upon written notice by Owner, be made good by the undersigned at no expense to Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

DATE: _____

FOR:

(Company Name)

BY:

TITLE:

TITLE:

STATUTORY AFFIDAVIT

TO: CITY OF DACULA
Dacula, Georgia

Contract entered into the _____ day of _____, 2021 between the above mentioned parties for the Robin Ridge Drive, Tecca Court, Joey Court Asphalt Paving Improvements/Sidewalk Project in the City of Dacula, Georgia as represented by the Contract Documents for this project dated February 4, 2021.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material men, subcontractor, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character (including disputed claims or any claims which Contractor has or will assert and defend) arising out of the performance of the Contract which have not been paid and satisfied in full except as listed herein below: _____

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of Owner.
3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against Owner arising under or by virtue of the Contract, an acceptance of such payment is acknowledged as a release of Owner from any and all claims arising under or by virtue of the Contract.

Signed this _____ day of _____, 2021.

(Signature)

(Title)

(Firm)

COUNTY OF _____ STATE OF _____ Personally before me, the undersigned authority, appeared _____ who is known to me to be an official of the firm of _____. Who, after being duly sworn, stated on his oath that he had read the above statement and that the same is true and correct.

My commission expires

(Notary Public)

SECTION 01 743

GEORGIA SECURITY AND IMMIGRATION AFFIDAVIT

PART 1- GENERAL

- 1.1 The Contractor Affidavit and Agreement example is attached. The Contractor is required to state affirmatively that the individual, firm or corporation which is contracting with the City of Dacula has registered with and is participating in a federal work authorization program. Place this form on Company Letterhead before verifying compliance with federal work authorization program. Upon execution the completed forms shall be returned to the Owner's Representative before entering into a Contract.
- 1.2 The Subcontractor Affidavit and Agreement example is attached. The Contractor is required to obtain affirmations from the individuals, firms or corporations which are participating as subcontractors in this Contract with the City of Dacula. These Subcontractors must verify that they are registered with and are participating in a federal work authorization program. Place this form on Company Letterhead before verifying compliance with federal work authorization program. Upon execution the completed forms shall be returned along with the Contractor's Affidavit referenced in 1.1 above to the Owner's Representative before entering into a Contract.

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

STATE OF GEORGIA
CITY OF DACULA

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Dacula, Georgia has registered with and is participating in a federal work authorization program* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Dacula, Georgia, contractor shall secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Dacula, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND
SWORN BEFORE ME ON
THIS THE

____ DAY OF _____, 2021.

Notary Public

My Commission Expires:

*As of July 1, 2007, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

STATE OF GEORGIA
CITY OF DACULA

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of The City of Dacula, Georgia has registered with and is participating in a federal work authorization program* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
DAY OF _____, 2021

Notary Public
My Commission Expires:

*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

End of Section

SECTION 02 050

DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

- A. Work described in this section includes demolition of existing storm catch basin tops, concrete driveways, concrete roll curb & gutter, asphalt milling, mailbox and sign relocation, brush, etc. as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings.

1.2 PROJECT CONDITIONS

- A. Traffic
 - 1. Conduct demolition operations and removal of debris to ensure minimum interference with roads, driveways, walks and other adjacent occupied or used facilities.
 - 2. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the governing authorities and Owner.
 - 3. One (1) lane of traffic on all streets indicated for asphalt repaving must stay open at all times as required by Owner.
- B. Use of explosives will not be permitted.
- C. Promptly repair damages caused to items to remain by demolition operations at no additional cost to Owner (i.e. curb & gutter, utilities, etc.).

1.2 POLLUTION CONTROLS

- A. Use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing regulations.

PART 2 - PRODUCTS

2.1 MATERIALS TO BE REUSED

- A. Materials to be disassembled and reused shall be handled and stored in a manner and placed so as to prevent damage.
- B. Mailbox relocation requires replacement of mailbox post by the Contractor.
- C. Damaged materials shall be repaired or replaced at no cost to Owner.

2.2 MATERIALS TO BE REMOVED

- A. Materials to be removed and not reused shall be treated as “waste” and legally disposed of by Contractor. In addition:
 - 1. Burning of waste on site shall not be permitted.
 - 2. Waste materials shall become the property of the Contractor and shall be promptly removed from site.
 - 3. Storage or sale of salvageable items on site shall not be permitted.
 - 4. Do not store waste in planted areas or any area that can be damaged by storage operations.
 - 5. All Asphalt Pavement Millings shall be hauled off from Site and legally disposed of by the Contractor at an appropriate facility.

PART 3 - EXECUTION

3.1 EXTERIOR DEMOLITION

- A. Coordinate interruption of utility service with utility companies. Obtain required approvals; comply with utility company regulations and building code requirements.
- B. Owner assumes no responsibility for actual condition of existing structures.
- C. Demolish and/or remove asphalt pavement and any below-grade construction interfering with new construction.
- D. Fill all voids below grade caused by demolition of structures, or below-grade construction.
- E. Do not interrupt utility service to existing adjacent occupied facilities except as required and approved by the public utility company and Owner.

3.3 PROTECTION

- A. Protect and prevent damage to existing structures not included as part of demolition per the Project Scope and Performance Specification.

End of Section

SECTION 02 200

EARTHWORK

PART 1 - GENERAL

1.1 SCOPE

- A. Earthwork and fill operations required for any roll curb & gutter replacement, sidewalk installation, road extension/widening, minor grading of property owner's yard for positive drainage, and asphalt pavement subgrade issues that may arise or as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings. All other earthwork and fill operations underneath pavement are only required if other subgrade issues arise during repaving. This Earthwork Specification shall be utilized by the Contractor. Furnish all labor, materials, equipment and incidentals required to perform all excavation, backfill, fill and grading if required for completion of the work.
- B. Notify free underground utility locator service at 1-800-282-7411 prior to any excavations.
- C. Work may include but is not limited to (only if an unforeseen issue arises):
 - 1. Clearing and Grubbing:
 - a) Clearing and Earthwork equipment operations if required are limited to areas described in the scope of work and/or Performance Specification.
 - b) Do not disturb the existing terrain or existing vegetation outside the designated work area(s).
 - c) All debris from clearing and/or grading operations (cleared vegetative matter, trees, root systems, remnant chipped material, stumps, etc.) shall be removed from the site, unless specifically directed otherwise by the Owner.
 - 2. Cutting, filling and backfilling.
 - 3. Rough and Finish grading to complete the asphalt replacement and repaving operations.
 - 4. Furnish, place and compact any additional material necessary to maintain existing grades and drainage patterns of existing roadway.
 - 5. Excavation, removal and replacement of unsuitable soil materials as described herein.
 - 6. Rock removal as described herein.
- D. By submittal of his bid, Contractor certifies that all means, methods, labor, equipment and materials to complete the satisfactory construction of the Project is included in the contract sum of his bid.

1.2 PROJECT CONDITIONS

- A. Contractor shall visit the site and thoroughly familiarize himself with all existing condition prior to formulating his Bid.
- B. Contractor may, at his own expense and prior to bidding, make any soils or other geotechnical investigations he may deem necessary. Obtain authorization of Owner, prior to commencement of boring or subsurface investigations.
- C. Survey existing grades and lay out grade stakes for if necessary to replace and repave roadway and maintain existing grades and drainage patterns. Utilize a Registered Land Surveyor currently registered to practice land surveying in the State of Georgia.

- D. Upon becoming aware of suspected unsuitable subsurface conditions, promptly notify the Owner and the Owner's Representative to permit verification of the conditions by an Contractor engaged Testing Agency or Contractor's Geotechnical Engineer, and follow immediately in writing outlining the nature and extent of the differing conditions. No claim by the Contractor for any additional cost or time for any Earthwork operations of any nature will be allowed, unless the Contractor has so notified the Owner, verbally and in writing, as required above, of such conditions.
- E. Unsuitable materials, including all forms of rock, debris, organic materials and poor soils, encountered may be redistributed to other areas of the site not to be used in a structural capacity rather than being hauled off site if and only if approved in writing prior to any on-site distribution at the Owner's sole discretion.
- F. Contractor is solely responsible for all earth quantities to render the finished grade elevations of the repaved roadway similar to existing condition with no change in drainage patterns. Any exportation (*i.e.* "haul-off") of "excess" earth; or importation (*i.e.*, "haul-in") of suitable soil materials or GAB shall be included in the Contract Sum unless provided for otherwise in this Specification or as otherwise directed by the Owner or Owner's Representative.
- G. Contractor is solely responsible to:
 - 1. Survey, establish and protect bench marks and monuments. If any are disturbed or destroyed, Contractor shall replace in original position using a Georgia Registered Land Surveyor at no additional cost to Owner.
 - 2. Protect areas outside limits of construction from encroachment by construction personnel or equipment regardless of property ownership. Contractor shall erect wooden post and orange safety fencing warning signs and other protective measures and warn the public of ongoing construction activities at limits of and a reasonable distance from the construction if necessary.
 - 3. No Clearing or any form of construction or other disturbance (*including materials storage*), shall be conducted outside the approximate limits of construction.
 - 4. All utilities are to be located and marked. Horizontal and vertical location of all utilities shall be verified by Contractor and marked on "as-built" drawings if they are to remain. Contact the Utility Protection Center at 1-800-282-7411 not less than three (3) working days prior to grading operations. Protect existing facilities, utilities and adjacent property. Prevent ponding or washing of water on site and over adjacent property. Erect erosion control measures (e.g. silt fences) as required to prevent runoff of soil erosion.
 - 5. Provide all necessary shoring, sheeting and bracing for the protection of work and safety of personnel if necessary. Contractor shall engage a Georgia Registered Engineer highly skilled in the design of such shoring and bracing systems to perform the design engineering for said shoring and bracing. Backfill loads shall not be imposed on walls and structural systems until those systems are completely developed and at design capacity.
 - 6. Protect adjacent and downstream properties from soil erosion. Comply with all erosion and sediment control measures specified elsewhere and required by applicable codes and ordinances.
 - 7. Protect finished paved areas from construction debris and dirt.
 - 8. Provide traffic protection by means of suitable signs, barricades and lights in accordance with the latest edition of the Manual of Traffic Control Devices (MUTCD).
 - 9. Burning of debris on the Project site will not be permitted.

- H. Provide dewatering and drainage as needed to accomplish the work required in this section. No excavation may proceed until suitable dewatering has been provided and approved by Owner and/or Owner's Representative. Do not allow areas of ponding water. In the event ponding of water occurs, take the necessary measures to eliminate said ponding. Submit dewatering procedures to Owner and/or Owner's Representative for review.
- I. Comply with rules and regulations governing respective utilities.
- J. Contractor is solely responsible for protection of downstream properties from encroachment or damage from increased or concentrated storm water flows, erosion, sediment or pollutants.
- K. Claims for "lost revenue" from any unsuitable materials or lack of marketability of any unsuitable soil materials or rock shall not be considered for additional payment or compensation by Owner to Contractor.

1.3 QUALITY CRITERIA

- A. All work shall be performed in accordance with applicable codes and ordinances and with requirements of authorities having jurisdiction. All work under this Section:
 - 1. Shall conform fully to applicable OSHA rules and regulations.
 - 2. Shall conform to the latest edition of the City of Dacula Development Regulations.
 - 3. For excavation, trenching and related sheeting, bracing, etc. shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926.650 Subpart P) and to the State of Georgia and City of Dacula requirements. Where conflict between OSHA, the State regulations and the County/City regulations exists, the more stringent requirements shall apply.
- B. Employ a Georgia Registered Engineer or Georgia Registered Land Surveyor experienced in reading Architectural and Engineering drawings, using measuring devices and tape, and skilled in the use of surveying equipment necessary to perform layout, survey, establish benchmarks and monumentation of all work required.
- C. Earthwork monitoring and testing shall be performed by a Georgia Registered Geotechnical Engineer, selected by the Contractor and paid for and approved by Owner.
- D. Excavation, backfilling and compaction shall comply with the following Reference Standard Designations by the American Society for Testing Materials (ASTM), or as otherwise noted on Drawings.
 - 1. ASTM C136-76 - Sieve or Screen Analysis of Fine and Coarse Aggregates
 - 2. ASTM D1556-64 (1974) - Density of Soil in Place by the Sand-Cone Method
 - 3. ASTM D698 - Standard Proctor Compaction Test
 - 4. ASTM D2167 (1972) Density of Soil in Place by the Rubber Balloon method
 - 5. ASTM D2487-69 (1975) - Classification of Soils for Engineering Purposes
 - 6. ASTM D2922-78 - Density of Soil and Soil Aggregate in Place by Nuclear Methods
 - 7. ASTM D2937-71 - Density of the Soil in Place by the Drive- Cylinder Method

1.4 NOTIFICATION

- A. Contractor shall notify Engineer and/or Owner's Representative 24 hours prior to commencing any grading, excavation, land clearing and removal operations.

- B. Contractor shall notify all Utilities Companies in ample time for necessary measures to be taken to prevent interruption of service when utility lines which are to be removed, relocated and/or disconnected are encountered.
- C. Contact the Utility Protection Center at 1-800-282-7411 not less than three (3) working days prior to any grading operations.

1.5 SUBMITTALS

- A. Submit detailed Shop Drawings and schematic diagrams as necessary to graphically describe all Shoring and Bracing procedures, if any. Include calculations and schedules. Illustrate sequencing of all Shoring and Bracing.
- B. Contractor shall submit a detailed time schedule of all Earthwork operations to the Owner's Representative for review prior to commencing work, if any.
- C. In the event that the Contractor contemplates deviation(s) from the earthwork design concept for any reason, the deviation(s) shall be represented by submittal of detailed shop drawings which clearly illustrates the intent and scope of said deviation(s) for review and approval prior to proceeding with same.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil either found on the site or imported to the site, shall consist of local, fertile, friable, natural soil of loamy character, free of clay lumps, stones in excess of one inch (1") in greatest dimension, typical of Project locality, and containing no chemicals harmful to plant growth, if needed.

2.2 UNSUITABLE SOIL

- A. Unsuitable soil materials consists of soil materials not capable of being compacted to density required; rock material, as defined in Paragraph 2.09 of this Section, larger than three inch (3"), debris and organic material including muck, which is a wet organic material which cannot support a light crawler tractor type of equipment and requires removal by power shovels or draglines; or material otherwise identified and designated as unsuitable by Contractor's Geotechnical Engineer.
- B. Non-organic materials are considered as unsuitable and include non-organic debris not capable of being compacted to density required, including but not limited to, metal objects such as appliances, metal fencing, tires, etc. Contractor shall remove and legally dispose of such items offsite.
- C. Soil material which is too wet to permit the specified compaction but is still suitable to be used in a structural capacity (once dried) based on the recommendations of Contractor's Geotechnical Engineer, shall be spread and permitted to dry in an area to be designated by Owner. Contractor shall assist drying by discing, harrowing or pulverizing until the soil moisture content is reduced to the specified value.

- D. Only excavation of soils, which is wet due to concealed condition, including, but not limited to underground springs, high water table and leaking pipes, shall be addressed as a potential additive change order. Suitable materials which are wet due to precipitation as determined by Contractor's Geotechnical Engineer shall be dried and reused at no additional cost to Owner.
- E. In the event that a claim by Contractor has been made as to the existence of "Rock", "Unsuitable Soils" or otherwise "Unsuitable Materials", the Contractor's Geotechnical Engineer shall specify the means by which the "Rock" or otherwise "Unsuitable Soils" or "Unsuitable Materials" shall be quantified.

2.3 FILL

- A. Satisfactory fill material shall consist of local, clean, non-active, organic free subsoil, free from debris, roots, topsoil and frozen material and capable of being compacted to the density required.
- B. Maximum size of rock fragments shall be equal to or less than three inches (3") in the greatest dimension.
- C. In areas of massive fills or disposal pits, Geotechnical Engineer shall determine the maximum size of rock.
- D. Materials classified as SM, SP, ML, SC or CL are suitable for structural fill. Generally, residual soils in the local area are suitable for reuse as structural fill provided that they meet the following criteria and shall be well graded within the following limits:
 - 1. Common fill shall consist of mineral soil substantially free from organic materials, loam, wood, trash and other objectionable materials which may be compressible or which cannot be properly compacted. Common fill shall not contain stones larger than three inches (3") in the largest diameter and shall have a maximum of 75% passing the No. 40 sieve and a maximum of 20% passing No. 200 sieve. Common fill shall not contain granite blocks, broken concrete, masonry rubble or other similar materials. Fill shall have physical properties such that it can be readily spread and compacted during filling. Soil excavated from the structural areas and which meets the above requirements may be used in embankments.
 - 2. Screened gravel shall meet the requirements of Section 806.02 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
 - 3. Partially weathered rock or rock no larger than three inches (3") in any dimension, may be used as fill as provided for in the Geotechnical Report.
 - 4. Soil should exhibit a plasticity index of less than 30 and a dry unit weight of at least 90 pcf unless more stringent requirements are given in the Geotechnical Report, in which case they will govern.
- E. Residual material to be used as fill material shall be tested and approved by Contractor's Geotechnical Engineer for degree of compaction specified for its intended use prior to importation or placement.
- F. For fill soils to be imported from off-site, provide samples of same for laboratory testing by Contractor's Geotechnical Engineer to determine their Standard Proctor.

- G. Contractor shall identify the location of any "borrow pits" so that Contractor's Geotechnical Engineer may inspect same to determine suitability of the general soils which Contractor intends to import to the Project site.

2.4 GRAVEL

- A. All stone for Gravel Fill shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Gravel fill shall consist of sound, durable rock, free from injurious amounts of coatings of any kind and shall be graded so 100% passes the 1-½" sieve, 95-100% passes the 1" sieve, 25-60% passes the ½" sieve, 0-10% passes the No.4 sieve and 0-5% passes the No.8 sieve.

2.5 CRUSHED STONE (CRUSHER RUN)

- A. All stone for Crushed Stone shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Crushed stone shall consist of sound durable particles of crusher run rock, 100% passing a two inch sieve, 97-100% passing a 1 inch sieve, 60-95% passing a 1/2 inch sieve, 25-50% passing a No. 10 sieve, 10-35% passing a No. 60 sieve, and not more than 7-15% passing a No. 200 sieve and free from unsuitable materials.

2.6 GRANULAR BEDDING

- A. All stone for Granular Bedding shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Granular bedding and backfill material shall consist of a granular soil, sand, chert, crushed stone or mixture of these, all of which passes a ¾ inch sieve, 80% passing a ⅜ inch sieve, 40% passing a No.4 sieve, 10% passing a No. 8 sieve, and not more than 5% passing a No. 16 sieve. Material shall be free of organic matter and debris.

2.7 RIP RAP

- A. Stone for Rip Rap shall meet the quality requirements of Section 805 Rip Rap of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Stone Dumped Rip Rap shall be processed in such a manner as to produce a quarry run material including rock fines which meet the gradation for the following two types:
 - Type 1: For severe drainage conditions the largest piece of material shall have a maximum approximate value of two cubic feet. At least 35% of the mass shall be comprised of pieces which weigh 125 pounds or more.
 - Type 3: For general use normal drainage conditions the largest pieces of material shall have a maximum approximate value of one cubic foot. At least 35% of the mass shall be comprised of pieces which weigh 15 pounds or more.The remainder of Types 1 or 3 shall be well-graded down to the finest sizes. Rock

finer shall comprise a maximum of 10% of the total mass. Rock fines are defined as material passing a No. 4 sieve.

- C. Stone for Plain Rip Rap shall be sound, durable pieces and shall be resistant to the action of air and water. Flat, slabby and shaley pieces are not acceptable. It shall be clean and essentially free of rock dust and fines. The material shall be processed such that the largest pieces have a volume of not more than 2 cubic feet and not more than 10% of the total weight of rip rap shall consist of spalls passing a 5-inch sieve.

2.8 GRADED AGGREGATE BASE

- A. All stone for Graded Aggregate Base shall meet the quality requirements of Section 815 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Graded Aggregate Base material shall conform to the following: 100% passing a two inch sieve, 97-100% passing a 1 inch sieve, 60-95% passing a 1/2 inch sieve, 25-50% passing a No. 10 sieve, 10-35% passing a No. 60 sieve, and not more than 7-15% passing a No. 200 sieve and free from unsuitable materials.

2.9 ROCK

- A. Rock consists of three types: Rippable Weathered Rock, Mass Rock and Trench Rock. Rippable Weathered Rock is considered part of the work, and shall be included in the Contract Sum. Payment for Mass Rock and Trench Rock removal shall be in accordance with change order procedures based on the schedule of values with unit costs provided with the lump sum bid as specified by the Bid Proposal Form or a time and material basis as agreed to prior to commencing work. Rock quantities shall be qualified and quantified by Contractor's Geotechnical Engineer and verified by Owner's Representative.
- B. In the event that a claim by Contractor has been made to the existence of "Rock", "Unsuitable Soils" or otherwise "Unsuitable Materials", the Geotechnical Engineer shall specify the means by which the "Rock" or otherwise "Unsuitable Soils" or "Unsuitable Materials" shall be quantified.
 - 1. Rippable Weathered Rock is defined as residual material having a volume greater than one (1) cubic yard that, in the opinion of Contractor's Geotechnical Engineer, can be effectively plowed, spaded, or removed with power driven excavating equipment having been first loosened with a track-mounted bulldozer equipped with a single-tooth ripper shank, having a minimum draw bar pull rated at not less than 56,000 pounds.
 - 2. Mass Rock and Trench Rock are defined as residual material having a volume greater than one (1) cubic yard or more for mass excavation or one-half (1/2) cubic yard for trench or pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or blasting.
 - a) Mass Rock - Mass Excavation: Late-model, track-mounted bulldozer equipped with a single-tooth ripper shank; rated at not less than 230-hp flywheel power and developing a minimum of 56,000-lbf pryout force; measured according to SAEJ-732 (Caterpillar D-8K, Caterpillar 977 front-end loader or equivalent).
 - b) Trench Rock - Excavation of Trenches and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-wide, short-tip-radius rock bucket;

rated at not less than 120-hp flywheel power with a bucket-curling force of not less than 25,700-lbf and stick-crown force of not less than 18,700 lbf; measured according to SAEJ-1179 (Caterpillar Model 225 or equivalent).

- C. Provide ground vibration monitoring and existing condition/crack survey (video and/or digital) of all nearby structures and/or adjacent properties prior to any blasting operations. Contractor must notify Owner's insurance company of rock removal intent and must obtain all necessary insurance certificates and permissions to expedite this work.

PART 3 - EXECUTION

3.1 CLEARING

- A. Clearing is the removal of all obstructions which interfere with the construction. These items include minor structures above and below existing grades and below finished grades identified on the drawings, trees and their complete root systems, brush, other vegetative material in any condition (i.e. chipped, cut, wrenched, etc.) rubbish, fences and other such items except items indicated to be preserved on Drawings.
- B. Set and maintain any Active or Passive Tree, Wetland, Spring, Buffer, Limits of Disturbance or Vegetation Protection Fencing prior to Clearing operations in accordance with Drawings.
- C. Contractor shall clear only those areas in which construction or grading operations are required and includes all excavated, graded and filled areas. Contractor shall protect all other areas from any damage as a result of clearing operations.
- D. Burning on site shall not be permitted under any circumstances.
- E. Contractor shall remove all cleared material from the Project site and legally dispose of.

3.2 GRUBBING

- A. Grubbing is the removal of all roots and stumps from the ground larger than 3/4 in. diameter.
- B. Unless otherwise directed, Contractor shall grub all cleared areas;
 - 1. In fill areas where design grade levels for building, roads or paved areas are to be placed, grub to minimum depth of twelve inches (12") below the finished design grade level as indicated on Drawings.
 - 2. In all areas of excavation for structures, grub to the depth of the proposed excavation or to the depth that allows the area to be free of debris, rock, organic and inorganic materials, and unsuitable soils that would otherwise prevent the soil from being compacted to the density as indicated on Drawings and stated in the Specifications herein.
 - 3. In areas outside of design level grades or building footprint or roads and parking lots where fill is to be placed grub to the existing grade unless the area adjacent requires soils compacted to a density to support the structures, roads, or parking areas.
 - 4. Contractor shall be responsible for excavating to an appropriate depth and removing and replacing with suitable soils that will allow soil to achieve requisite compacted density.
 - 5. In areas to be grassed and/or landscaped without fill, grub to a minimum of six inches (6") below the final grade.

- C. Remove all grubbed material from the Project site and legally dispose of.

3.3 CLEAN UP

- A. Burning of debris or grubbed material onsite shall not be permitted under any circumstances.
- B. Remove all debris resulting from Clearing and Grubbing operations from the site and dispose of in compliance with all applicable laws and regulations.
- C. Do not place such debris on private property without written consent of Owner and Owner of such property.
- D. Do not place debris or grubbed material around perimeter of site.
- E. Remove all non-organic debris, trash, etc. from the site and dispose of in compliance with all applicable laws and regulations.

3.4 TOPSOIL STOCKPILING

- A. Strip topsoil to full depth encountered in areas indicated to be graded on the drawings. Stockpiling may occur as required to complete all construction operations. Intermittent movement of Topsoil from one location of the Project site to another shall be included in the Contract Sum. No claim shall be considered by Owner for the movement of Topsoil.
- B. Prior to stockpiling topsoil, remove tree limbs, tree roots, rocks larger than one inch (1") and other deleterious materials from the topsoil. Removed materials shall become the property of the Contractor and hauled off the site and legally disposed.
- C. Stockpile topsoil in manner to drain without ponding, and to avoid loss of material through erosion by wind or water.
- D. Do not export any topsoil off-site unless approved in writing by the Owner.
- E. Re-distribute a minimum of four inch (4") deep layer of topsoil fine graded to finish contour elevations illustrated in non-paved or building areas.

3.5 EXCESS, UNSUITABLE AND INSUFFICIENT MATERIALS

- A. Remove and legally dispose of excess and unsuitable materials from Project site unless directed otherwise in writing by Owner. Unsuitable material may be placed on Owner's property if and only if approved in writing by Owner prior to any on-site distribution as a deductive change order and then shall only be placed in non-structural fill areas of the Project site as designated by Owner and/or Owner's Representative.
- B. Provide satisfactory fill material in areas where existing materials are insufficient or unsuitable for earthwork operations.
- C. If, in the opinion of the Engineer/Geotechnical Engineer, the material in its undisturbed natural condition at or below final design grade as indicated on the Drawings, the excavation is unsuitable for its intended use; it shall be removed to such depth and width as directed and be replaced with suitable material by Contractor as directed by the

Engineer/Geotechnical Engineer. Contractor, unless otherwise directed by the Engineer or Owner, shall remove and replace unsuitable materials based on the schedule of values with unit costs provided with the lump sum as specified by the Bid Proposal Form. Owner may elect, in accordance with the provision of the agreement, to direct Contractor to remove and replace the unsuitable materials on a lump sum or time and materials basis should applicable unit rates not exist or not covered for unsuitable material being removed. Contractor shall receive written notice from the Engineer of means and methods to employ i.e. lump sum, unit rates or time and materials, prior to executing any work deemed in excess of the amount indicated in the Contract Sum.

3.6 EXCAVATION

- A. Excavation shall be made to the design lines and levels illustrated on the drawings or to such depths, whichever is greater, as further described elsewhere in this section and to such widths as will give suitable room for construction of the structures, for bracing and supporting, pumping and draining and inspection. The bottom of the excavations shall be rendered clean, firm, level and dry and in all respects acceptable to Contractor's Geotechnical Engineer and Owner's Representative. Where changes in levels occur, provide vertical steps in horizontal runs.
- B. Excavation and dewatering shall be accomplished by means and methods which preserve the undisturbed state of subsurface soils. Exposed subsurface shall be proof-rolled with at least two (2) coverages of the specified equipment. Contractor's Geotechnical Engineer and Owner's Representative shall waive this requirement if, in his/her opinion, the subsurface will be rendered unsuitable by such compaction. Subsurface soils which become soft, loose, "quick", or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering, proof-rolling, or other construction methods shall be removed and replaced by structural fill as required by Contractor's Geotechnical Engineer and Owner's Representative at Contractor's expense.
- C. Dewatering shall be such as to prevent boiling or detrimental under-seepage at the base of the excavation as specified herein.
- D. Contractor shall prepare subsurface areas for all structures unless otherwise illustrated on Drawings or otherwise specified elsewhere in this Section:
 - 1. Roughly level and proof roll these areas with a 25-ton roller, (or the equivalent) making at least four passes (two passes being perpendicular to the others).
 - 2. Compact the top twelve inches (12") of fill below subsurface to a minimum of 100 percent Standard Proctor (ASTM D698).
 - 3. Where structures are supported by piles, compact the top twelve inches (12") of subsurface to a minimum of 95 percent Standard Proctor (ASTM D698).
- E. Excavation equipment shall be satisfactory for carrying out the work in accordance with requirements specified. In no case shall the earth be ploughed, scraped, or dug with machinery so near to the finished design limits indicated on Drawings as to result in excavation of, or disturbance of material below design limits. The last of material loosened by mass excavation shall be removed with pick and shovel immediately prior to placement of concrete or working mat.
- F. When excavation for foundations has reached prescribed depths, Contractor's Geotechnical Engineer and Owner's Representative shall be notified and will inspect conditions. If materials and conditions are not satisfactory to Contractor's Geotechnical

Engineer and Owner's Representative, Contractor's Geotechnical Engineer and Owner's Representative will issue instructions as to the procedures to resolve the issue(s) in question.

- G. During final excavation to design limits as indicated on Drawings, take whatever precautions are required to prevent disturbance and remolding. Material which has become softened and mixed with water shall be removed. Hand excavation of the final three to six inches (3"- 6") will be required as necessary to obtain a satisfactory undisturbed bottom. Contractor's Geotechnical Engineer and Owner's Representative will be the sole judge as to whether the work has been accomplished satisfactorily.
- H. Over-excavation by Contractor beyond the design limits and depths required or indicated on the drawings shall be replaced with lean concrete, compacted structural fill, crushed stone, or other materials as directed by Contractor's Geotechnical Engineer and Owner's Representative at no change in Contract Sum or Time.
- I. If soil conditions permit, cut footing trenches to exact size of footing and omit forms. Notify Contractor's Geotechnical Engineer and Owner's Representative if earth of doubtful bearing is encountered. If adequate bearing is not encountered within eight inches (8") of depth illustrated on Drawings, excavations shall be carried deeper upon written authorization and paid for as additional work in accordance with Contract Conditions.
- J. If excavations are carried deeper than required by Drawings or Specifications in error, the additional depth shall be filled with materials specified for road subgrade and compaction at no additional cost to Owner.
- K. Protect excavations against cave-ins, ponding and freezing. When freezing can be anticipated prior to placing of concrete, protect excavations or delay carrying excavations to full depth until concrete can be placed.
- L. Maintain excavations free of surface water. Provide pumps if required to drain excavations. Provide and maintain temporary drainage ditches as required.
- M. Notify Contractor's Geotechnical Engineer and Owner's Representative when footing excavations are complete. Geotechnical Engineer will perform appropriate density testing of the excavations prior to placing formwork, reinforcement steel, anchor bolts and concrete.
- N. Contractor shall be fully responsible for all damage to any part of the site, building structures or other installations, caused by water.
- O. Concrete should be placed the same day earth excavation is made. If it is necessary for excavations to remain open overnight, provisions should be made to prevent collection of surface run-off in the excavation.

3.7 EXCAVATION OF ROCK

- A. If rock is encountered, clear away earth and expose materials. Notify Contractor's Geotechnical Engineer and Owner's Representative and receive written instructions prior to excavations. Measure and estimate extent of rock to be excavated. Contractor's Geotechnical Engineer shall identify, qualify and verify in writing whether the material shall be classified as rock and shall confirm the extent and quantity of rock to be excavated.

- B. Only rock excavation done in accordance with Contractor's Geotechnical Engineer and Owner's Representative instructions will be paid for by Owner as additional work in accordance with Contract Conditions.
- C. Contractor shall remove rock in accordance with the following:
 - 1. Remove rock to a depth of six inches (6") below proposed slabs and pavement.
 - 2. Twenty four inches (24)" on each side of and below footings of the proposed building walls.
 - 3. Six inches (6") below and eight inches (8") to each side of conduits, ducts and pipes installed in utility trenches, with minimum width of thirty six inches (36").
 - 4. Twelve inches (12") below finished grade in areas to receive landscaping, sodding and seeding.
- D. No blasting is allowed. Use of explosives will not be permitted.

3.8 EXCAVATION AND BACKFILL OF UTILITY TRENCHES

- A. Excavation for all trenches required for the installation of pipes and ducts shall be made to the design levels indicated on the drawings and in such a manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches, for bracing and supporting, and for pumping and drainage facilities. Bottoms of excavations shall be rendered firm and dry and in all respects acceptable to the Contractor's Geotechnical Engineer and Owner's Representative. Bituminous pavement, when encountered, shall be cut with pneumatic chisels along smooth and straight lines before excavating. Saw-cutting is required on all asphaltic concrete.
- B. Rock shall be removed in accordance with Section 3.7.
- C. Where pipe or ducts are to be laid in gravel or sand bedding or encased in concrete, the trench may be excavated by machinery to, or just below design level indicated on Drawings provided that the material remaining in the bottom of the trench is no more than slightly disturbed.
- D. Where pipe or ducts are to be laid directly on the trench bottom, the lower part of the trenches shall not be excavated to the design level by machinery, the last of the material being excavated manually in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly supported on undisturbed material. Bell holes shall be made as required.
- E. When excavation methods include the use of a steel trench box, comply with the following requirements:
 - 1. When installing rigid pipe Reinforced Concrete Pipe (RCP), Ductile Iron Pipe (DIP), etc], any portion of the box extending below mid diameter of the pipe shall be raised above this point prior to moving the box ahead to install the next pipe. This is to prevent the separation of installed pipe joints due to movement of the box.
 - 2. When installing flexible pipe (PVC, ABS solid wall, ABS truss, etc.), the bottom of the box shall not extend below mid diameter of the pipe. This is to prevent loss of soil between the box and the pipe bedding which could result in excessive deflection of the installed pipe.
- F. Backfilling over ducts, pipes, conduits, etc. shall begin not less than three days after placing concrete encasement or until the test sample achieves prescribed strength of tested sample.

- G. Where pipe is to be installed in fill of any type, fill shall be placed and compacted to the total depth required and then re-excavated for pipe installation.
- H. As soon as practicable after the pipe has been laid and jointed, backfilling shall begin and thereafter be completed expeditiously. If required, as illustrated on Drawings, screened gravel shall be placed around the pipe to its mid-diameter. As the screened gravel is placed, it shall be compacted by suitable tools. Compaction shall meet a minimum criterion of 98% Standard Proctor at or near its optimum moisture content (minus 2 to plus 3 percent).
- I. Use Reinforced Concrete Pipe for culverts within right-of-way and under pavement refer to City of Dacula Standards.
- J. For Plastic (PVC) pipe for drainage systems or roof leaders grade trench bottom to uniform slope to provide a firm, unyielding bearing surface along the entire length of the barrel of the pipe.
- K. Continue backfilling with suitable soil in six inch (6") layers by hand, tamping material by hand operated tampers to a level eighteen inches (18") above top of pipe.
- L. Form depressions for hubs and similar joints only in size as required for making joint.
- M. In areas of rock excavation, and where needed in other areas, provide crushed stone bedding for all pipes.
- N. Provide bedding over the full width of excavation to a minimum depth of six inches (6") under pipe.
- O. Whenever the subsurface is unstable or too soft to provide a satisfactory pipe foundation for any pipe, undercut the trench as necessary and backfill with crushed stone. Compact and bring the material to proper grade to create a firm, unyielding foundation.
- P. After the bedding, if required, has been placed to the mid-diameter of the pipe, select common fill shall be placed to a depth of twelve inches (12") over the top of the pipe. Material shall be thoroughly compacted by hand-tamping as placed with at least one man tamping for each man shoveling material into the trench. Compaction shall result in achieving a 95% Standard Proctor test at or near its optimum moisture content (minus 2 to plus 3%).
- Q. Where the pipes are laid in unpaved areas, the remainder of the trench shall be filled with common fill in layers not to exceed twelve inches (12") and thoroughly compacted by rolling, ramming, or puddling sufficiently to prevent subsequent settling to 95% Standard Proctor at or near its optimum moisture content (minus 2 to plus 3%). The backfill shall be mounded 3 inches (minimum) above the finish or existing grade or as directed by the Contractor's Geotechnical Engineer. Wherever a loam or gravel surface exists prior to excavations, it shall be removed, conserved and replaced to the full original depth as part of the work under the pipe items. In some areas it may be necessary to remove excess material during the clean-up process, so that the ground may be restored to its original level and condition. If Contractor prefers not to store loam, gravel, or topsoil he/she shall replace it with material of equal quality and in equal quantity.
- R. Where the pipes are laid in streets, or other paved areas, the remainder of the trench above the bedding and up to a depth of twelve inches (12") below the bottom of the specified paving shall be backfilled with common fill in 6-inch (max.) layers thoroughly compacted by rolling

or ramming to 98% Standard Proctor. The twelve inch (12 ") layer below the bottom of the specified paving shall be of Class A or B stone, compacted in six inch (6") layers to 98% modified Proctor.

- S. Along the length of all pipeline and duct trenches, impervious dams or bulkheads of clay thirty-six (36") in thicknesses or concrete twelve inch (12") in thickness shall be constructed in the trench bottom at three hundred foot (300') intervals or at manholes and structures, whichever is less, to obstruct the free flow of groundwater after construction is completed. Provide impervious dams at all points where a pipe trench enters an excavated area where a permanent underdrain system is installed.
- T. Do not over-excavate. If specified trench widths are exceeded, Contractor shall adhere to Section 3.6 H. Contractor's Geotechnical Engineer and Owner's Representative may require installation of stronger pipe or special installation procedures at no additional cost to Owner.
- U. Water line trenches shall be excavated to avoid high points requiring the installation of vacuum and relief valves below the frost line.
- V. Cutting and removing existing pavements where required shall be done in neat lines and in accordance with 3.6.3 A of this Section.
- W. Do not backfill over utility lines which have not passed required testing or inspections including the Contractor's Geotechnical Engineer's inspection of the subsurface has not been done and or other Inspections, testing and regrading locations of subsurface utilities is not accomplished.
- X. Contractor is to continue to backfill all trenches with suitable fill material in 6 inch lifts immediately after the pipe is laid or bedded as described in items 3.6 I, J and K above using suitable soils and adhering to the backfilled requirements of paved or unpaved areas. Compact trench backfill with portable compaction equipment.
- Y. If sufficient suitable excavated material is not available on site, provide sufficient and suitable borrow material for backfill (See Paragraph 2.3 of this Section).
- Z. Backfill from twelve inches (12") above the pipe to finish grade shall be as follows:
 - 1. Trenches in areas not to be paved may be backfilled and compacted by methods of Contractor's choice. Compact backfill to 95% Standard Proctor Density. Refill the trench as often as required to maintain the design elevation at proper grade.
 - 2. Trenches in areas to be paved and in areas beneath proposed structures shall be backfilled with granular material.
 - 3. Compact backfill to 98% Standard Proctor Density with top 12 inches compacted to 100% Standard Proctor Density or as specified by Geotechnical Report.
 - 4. Compact backfill further, if necessary, either by leaving the backfilled trench open to traffic while maintaining the surface or by the use of compaction equipment as required.
 - 5. Refill settlement in trenches with material acceptable to Contractor's Geotechnical Engineer and continue such maintenance until pavement placement is authorized by Contractor's Geotechnical Engineer and Owner's Representative.
- AA. Fill and backfill materials shall not be placed on frozen surfaces, or surfaces covered by snow or ice. Fill and backfill material shall be free of snow, ice and frozen earth.
- BB. Utility Trenches:
 - 1. Excavate trenches to a maximum width equal to pipe diameter plus 2'-0" for pipes 30"

diameter and smaller; 2'-6" plus pipe diameter for pipe exceeding 30" diameter. Minimum excavation width shall be 3'-0". Do not over-excavate. If specified trench widths are exceeded, Engineer may require installation of stronger pipe or special installation procedures at no additional cost to Owner.

2. The bottom of trenches, when in rock, shall be excavated a minimum of 6" below required bottom of pipe, refilled with fill material free of rock larger than 3" in any dimension, and compacted to bedding level to provide uniform bearing and support along the length of each pipe section.
3. Pipe shall be carefully bedded in soil foundation. See paragraph 3.10.
4. Water line trenches shall be excavated to avoid high points requiring the installation of vacuum and relief valves below the frost line.
5. Cutting and removing existing pavements where required shall be done in neat lines.

CC. Proof-rolling:

1. After the site has been properly drained, and all organic surface soils have been removed, the site shall be inspected by Owner and Owner's Representative and proof-rolled at that time.
2. Proof-rolling shall consist of several overlapping passes of heavily loaded 18-20 ton dual tandem dump truck.
3. The purposes of the proof-rolling will be to detect any areas where soft or unstable soils are present, as well as to improve the density of the loose near-surface soils.
4. Proof-rolling shall be performed in the presence of the Owner and Owner's Representative who can observe any areas where remedial action may be required. Contractor's Geotechnical Engineer will be used if there is a problem encountered.
5. Any soft or yielding areas shall be thoroughly undercut and replaced with well-compacted structural fill 95% Standard Proctor with the top 12" compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report.
6. Groundwater level should be maintained at a depth of at least two (2') feet below the depth of vibratory rolling operations.
7. A minimum of four (4) complete overlapping passes shall be made in each of two perpendicular directions.

3.9 EXCAVATION EMBANKMENT AND BRACING

- A. Contractor shall accept full responsibility for all excavations and shall protect all excavation embankments against collapse.
- B. Where possible, embankments over 5'-0" high shall be made at a slope not greater than 1 horizontal to 1 vertical; or where the soil is very sandy or wet, the slope should not be greater than 2 horizontal to 1 vertical.
- C. Steeper slopes than those suggested herein may be employed when the work is under the supervision of a Registered Professional Engineer responsible for the design engineering of all shoring and bracing techniques required to accomplish the work and shall be employed by Contractor.
- D. Where it is not possible to provide a safe embankment slope, all banks shall be temporarily supported and maintained secure until permanent support has been provided.
- E. Where ditches or trenches are over 5'-0" deep; cross bracing and shoring shall be provided to prevent collapse.
- F. Contractor shall provide bracing systems designed by a Registered Engineer in the State of

Georgia, experienced in such designs and acceptable to Owner.

- G. Drawings shall show the work and sequence in its entirety and be submitted to Owner for approval prior to commencing work.
- H. To prevent caving, or settlement of earth adjacent to excavations, and for the protection of persons as well as property, shoring, bracing and other similar work shall be provided and installed to meet the conditions in each particular case and shall be left in place until construction has reached a point where backfills behind walls or in ditches have been made and the need for shoring and bracing eliminated.

3.10 BEDDING

- A. Bedding shall conform to the following Specifications unless illustrated otherwise elsewhere in these documents:
 - 1. For ductile iron, cast iron or plastic (SDR) pipe for water main or sanitary sewer system refer to City of Dacula Standards.
 - 2. For corrugated metal pipe (CMP), concrete pipe (RCP) or plastic (PVC) pipe for storm water drainage systems or roof leaders grade trench bottom to uniform slope to provide a firm, unyielding bearing surface along the entire length of the barrel of the pipe.
 - 3. Bed pipe in trenches on continuous soil foundation shaped to lowest one-fourth of pipe profile, unless illustrated otherwise in these documents.
 - 4. Continue backfilling with suitable soil in 6" layers by hand, tamping material by hand operated tampers to a level 18" above top of pipe.
 - 5. Form depressions for hubs and similar joints only in size as required for making joint.
 - 6. In areas of rock excavation, and where needed in other areas, provide crushed stone bedding for all pipes.
 - 7. Provide this bedding over the full width of the excavation to a minimum depth of 6" under the pipe.
 - 8. Whenever the sub-grade is unstable or too soft to provide a satisfactory pipe foundation for any pipe, undercut the trench as necessary and backfill with crushed stone.
 - 9. Compact and bring the material to proper grade to create a firm, unyielding foundation.

3.11 TRENCH BACKFILLING

- A. Do not backfill over utility lines which have not passed required testing or inspections including:
 - 1. Contractor's Geotechnical Engineer inspection of subgrade.
 - 2. Inspections, testing and regrading locations of subgrade utilities.
- B. Backfill all trenches and excavations immediately after the pipe is laid using suitable soils:
 - 1. If sufficient suitable excavated material is not available on site, provide sufficient and suitable borrow material for backfill. See Paragraph 2.3 of this Section.
 - 2. Backfill from 18 inches above the pipe to grade shall be as follows:
 - a) Trenches in areas not to be paved may be backfilled and compacted by methods of Contractor's choice. Compact backfill to 90% Standard Proctor Density. Refill trench as often as required to maintain the design elevation at the proper grade.
 - b) Trenches in areas to be paved and in areas beneath proposed structures shall be backfilled with granular material. Compact backfill to 95% Standard Proctor Density with the top 12" compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report. Compact backfill further, if necessary, either by leaving the backfilled trench open to traffic while maintaining the surface or by the use of compaction equipment as required. Refill settlement in trenches with material

acceptable to the Contractor's Geotechnical Engineer and continue such maintenance until pavement placement is authorized by the Owner's Representative.

3.12 FILLING

- A. Preparation of Surface to Receive Fill (Reference and follow the Contractor's Geotechnical Engineer's recommendations in his report)
 - 1. Remove vegetation, top soil, debris, unsuitable soil materials, obstructions and deleterious materials from ground surface prior to placement of fill. Break up (and periodically cut benches into) sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
 - 2. Surfaces to receive fill material shall be inspected and approved by Contractor's Geotechnical Engineer.
 - 3. When existing ground surface has density less than that specified for particular area classification, break up the ground surface, pulverize, moisturize soil to optimum moisture content, and compact to required depth and percentage of maximum density.
 - 4. Subgrade shall be proof-rolled with a heavily loaded 18-20 ton dual tandem dump truck, scraper or similar rubber tired equipment in the presence of the Owner and/or Owner's representative. Contractor's Geotechnical Engineer will be called in if a problem is encountered.
 - 5. Proof-rolling shall be performed in two mutually perpendicular directions, with at least two passes in each direction.
 - 6. Areas which exhibit signs of instability that cannot be stabilized with further compaction shall be undercut to a suitable grade and backfilled with structural fill.
- B. Benching should be made periodically; create an eight foot to ten foot (8'-10') wide bench for each two vertical foot (2 VF) of fill placed. Insure stable interface between old fill and newly placed fill.
- C. Place fill materials in layers not more than six inch (6") loose depth. Before compaction, moisten or aerate each layer to provide the optimum moisture content plus or minus 2%, or as specified in soils report. See paragraph 3.11 below for compaction requirements of fill. Do not place backfill or fill material on muddy, frozen surfaces or surfaces containing any frost or ice. Compaction shall be inspected by Contractor's Geotechnical Engineer.
- D. No soil found on the site or transported to the site which is contaminated with material containing asbestos, PCB's, radon, gasoline, fuel oil or other fossil fuels shall be used for fill, backfill, or planting topsoil. Any contaminated soil found on the site shall be removed and disposed of in a manner approved by the appropriate regulatory agencies.

3.13 GRADING AND FILLING AROUND TREES

- A. Obtain a copy of City of Dacula Tree Preservation Standards which are hereby made a part of these Specifications; and follow all pertinent guidelines regarding Grading and Filling operations at or near Tree Save Areas as illustrated on Drawings.
- B. Maintain existing grade within Critical Root Zone (CRZ) of trees unless otherwise indicated.

- C. Where existing grade is above new finish grade illustrated around trees, hand excavate within drip line to new grade. Cut exposed roots approximately 3" below elevation of new finish grade. Employ a tree surgeon to recommend procedures such as pruning of branches and stimulation of root growth. Provide subsequent maintenance during the contract period as recommended and long range maintenance procedures to be followed after completion of construction operations.
- D. Raising Grades
 - 1. Where existing grade is 4" or less below elevation of finish grade illustrated, provide fill using stockpiled topsoil. Use topsoil as specified. Place topsoil in single layer and do not compact.
 - 2. Where existing grade is more than 4" but less than 8" below elevation of finish grade illustrated, place a layer of drainage fill on existing grade prior to placing topsoil. Place fill against trunks of trees to an elevation of approximately 2" above finish grade and extending not less than 18" from tree trunk on all sides. For balance of area within drip line perimeter, place drainage fill to an elevation 4" below finish grade and complete fill with a 4" layer of topsoil. Do not compact stone or topsoil layers.

3.14 COMPACTION

- A. Perform compaction of soil materials for fills using mechanical soil compaction equipment for type and size materials to be compacted. Hand compact materials in areas inaccessible to machinery.
- B. Provide the percentages of specified compaction at the specified moisture content in the specified lifts as outlined in the Geotechnical Report. If no specification is given in said report, use the following as a minimum at 3% plus or minus of optimum moisture content placed in 8" lifts:
 - 1. Provide 95% maximum dry density with top 12" to 98% maximum dry density for fill under building slabs, extending beyond the building outlines a distance equal to twice the height of the fill beneath any edge of building. Fill should then slope not steeper than one vertical to two horizontal (2H:1V);
 - 2. Provide 95% maximum dry density with the top 12" to 98% maximum dry density for fill under asphaltic pavements;
 - 3. Provide 95% maximum dry density Standard Proctor and top 12" to 98% maximum dry density for fill under concrete footings, concrete sidewalks, concrete steps and concrete ramps and trench backfill.
 - 4. Provide 90% maximum dry density for all other non-paved fill material unless otherwise indicated.
- C. Where subgrade or soil layer must be moisture conditioned before compacting, apply water to surface of subgrade or soil layer. Scarify and air dry soil material that is too wet to permit compaction to specified density.
- D. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread where directed by Owner's Representative and permitted to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to satisfactory value, as determined by moisture density relation tests. When accepted by the Contractor's Geotechnical Engineer, soil material may be used in compacted backfill or fill.
- E. Remove unsuitable material at the site for the proposed structures and paved areas from the existing grade. No water shall be allowed to accumulate in the excavation, or on the

subgrade soils during construction. Soils which will be exposed during construction are very sensitive to disturbances and strength degradation in the presence of excess moisture. They are also frost susceptible. The amount of time natural subgrades are exposed to the elements must be minimized in order to prevent possible subgrade degradation. Work must be completed such that excavation, inspection, undercutting, backfill and/or concrete mud matting can be accomplished expeditiously in a given area.

Foundations have been designed for bearing capacity of 3000 psf bearing. Contractor shall verify the bearing capacity prior to placing footings. If tests indicate less than assumed capacity, receive instructions from Owner.

3.15 FINISH GRADING

- A. Finish grade disturbed areas, with a minimum 4" depth of topsoil, in smooth, uniformly leveled, crowned, or contoured slopes between all new elevation surface points to existing, undisturbed grade elevations.
- B. Grade areas adjacent to buildings for positive drainage to storm drainage structures and prevent ponding. Finish grades shall be within one tenth of a foot (0.1') of indicated elevations.
- C. Drawings indicate the levels, slopes and contours of finished grade elevations for the entire site. Slight modifications as determined by Owner's Representative may be required, Contractor shall make these modifications without extra cost to Owner.
- D. Where compacted areas are disturbed by construction operations, scarify surface, reshape and compact to required density.
- E. Redistribute stockpiled topsoil to uniform depth over graded areas and other areas to receive landscaping or grassing, in a 4" minimum depth. In the event that stripped topsoil is not sufficient to render a 4" minimum depth, import clean topsoil sufficient to render a minimum 4" depth as part of the Contract Sum at no additional cost to the Owner.
- F. Redistribute excess topsoil, subsoil from footing excavations, other soil matter and debris on approved areas of the Owner's property at no additional cost to the Owner.
- G. At completion of finish grading operation, entire site shall be ready for planting or grassing.
- H. Where finish grading meets or abuts curbs, walks or similar pavements, upstream grades shall be slightly higher than pavements to permit drainage and prevent ponding behind curbs or walks.
- I. Protect newly graded surfaces from traffic and erosion and keep free of debris. Where graded or compacted surfaces are damaged by subsequent operations, return to proper grade and state of compaction.

3.16 GRADE MAINTENANCE

- A. Contractor shall provide additional fill material, remove excess material, or redistribute materials as required, should grades be changed by erosion or other causes during course of construction, without additional cost to Owner.

3.17 FIELD QUALITY CONTROL

- A. Contractor's Geotechnical Engineer shall be notified by Contractor of the progress of work under this section on a continuing basis so that necessary field soil engineering and testing services may be provided during site preparation, excavation, fill placement and foundation phases of the Project, if required by Owner. Do not proceed with additional portions of work until results of previous phases have been verified.
- B. Contractor's Geotechnical Engineer will verify that all existing fill, topsoil, soils containing organic matter and all other undesirable materials are removed and only engineered fill is placed over suitable subgrade soils.
- C. If, during progress of work, tests indicate that compacted materials do not meet specified requirements, remove defective work, replace and retest at no cost to Owner.
- D. Ensure compacted fills are tested before proceeding with placement of surface materials.
- E. Contractor's Geotechnical Engineer will observe all "benching" operations as fill placement progresses to the existing slopes.
- F. Contractor's Geotechnical Engineer will observe the foundation construction as directed by Owner, and determine the adequacy of bearing surfaces prior to construction of foundations.
- G. Contractor's Geotechnical Engineer will make all tests of backfill materials to determine their suitability for compaction, and will observe the placing of backfill as directed by Owner.
- H. Contractor's Geotechnical Engineer and the Owner's Representative shall have the power of rejection of materials, equipment or operating procedures of the backfilling operation. Contractor shall replace, rework or correct work which does not meet the Specifications as directed by Contractor's Geotechnical Engineer and/or Owner's Representative at no cost to Owner.
- I. Contractor shall be responsible for notifying the Contractor's Geotechnical Engineer at least 24 hours prior to the time when testing will be required.
- J. Additional tests on completed fill may be authorized by Owner. If such tests indicate failure to meet the Specifications, the costs of these tests and subsequent retests will be paid by the Contractor. Otherwise, the costs of these tests will be paid by Owner.
- K. In-place density tests shall be performed by the Contractor's Geotechnical Engineer according to the following requirements:
 - 1. In the general building area, conduct one test for every 2,500 square feet for each two feet of depth.
 - 2. At wall and trench backfill areas, conduct one test for every 50 lineal feet for each two feet depth.
 - 3. In all cases, a test is required within the top foot of fill.
 - 4. Sidewalks - One test for each two foot lift of each 5,000 sq. ft. of area.
 - 5. General area of fill - One test for each two foot lift of each 10,000 sq. ft. of area.

End of Section

SECTION 02 270

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.1 SCOPE

- A. Slope protection and erosion control shall be performed on all disturbed areas of shoulder backfilling, sidewalk installation, yard regrading, and for any areas that Contractor disturbs outside of edge of pavement where asphalt repaving operations occur. Contractor shall stabilize disturbed areas outside of paved or concrete areas with permanent grassing (Sod), erosion control matting, and riprap at end of any proposed concrete flumes.
- B. Work described in this section includes the containment of sediment transport, containment and control of all soil erosion and containment and treatment of all pollutants including dust, prior to, during and throughout all construction operations; establishment of permanent vegetative cover on all disturbed areas and continued maintenance of said measures in accordance with sub-paragraph 4 of Part III, paragraph. 3.4 this Section. Work includes removal of all devices at the completion of the project as further described in Part 3.5 of this Section.
- C. Contractor is solely responsible for protection of all adjacent properties and affected downstream properties from encroachment or damage from soil erosion and/or the discharge of pollutants by water, air, or dust to any areas off the project site.
- D. Best Management Practices which are more fully described in the latest edition of the "Manual for Erosion and Sediment Control in Georgia- Vegetative and Structural Best Management Practices (BMPs) for Land Disturbing Activities" as published by the Georgia Soil and Water Conservation Commission shall be employed to stabilize all disturbed areas. The Engineer may require additional measures at no cost to Owner if Contractor is not preventing erosion from leaving the limits of work.

1.2 SUBMITTALS

- A. None required unless additional measures are required by Owner and/or Engineer.

1.3 PROJECT CONDITIONS

- A. Furnish and install all control measures prior to or concurrent with any land disturbance activity. The Contractor is responsible for the initial provision and installation all control measures and then the continued provision and installation of all measures throughout all construction operations and all sequences of construction operations.
- B. Schedule grading operations to allow permanent erosion control to take place in the same construction season. Avoid or minimize exposure of soils to winter weather. Maintain all controls until vegetative cover has been established.
- C. Construct and maintain temporary control measures until such time as permanent measures are effective in control of erosion, sediment and pollution from the site. Extent of measures shall be responsibility of Contractor.

- D. Stop all erosion, sediment, dust or other pollution from leaving the site and encroaching on downstream or surrounding properties.
- E. Temporary grassing shall be applied to all disturbed areas left idle for 72 hours.
- F. Contractor is responsible for all quantities of all BMPs regardless if shown on the ESPC. The extent of soil erosion control measures shown on the ESPC should be considered minimum.

1.4 QUALITY CRITERIA

- A. Procedures shall comply with the "Manual for Erosion and Sediment Control in Georgia", latest edition published by the Georgia Soil and Water Conservation Committee." Acquire and keep on-site throughout construction a copy of the latest edition of the "Field Manual for Erosion and Sediment Control in Georgia- Vegetative and Structural Best Management Practices (BMP's) for Land Disturbing Activities" as published by the Georgia Soil and Water Conservation Commission sometimes referred to as the "little green book". The Contractor is required to keep a log book on site documenting his inspection of all BMP's (minimum once/week and within 24 hrs of any storm event) and noting any corrections or modifications. General Contractor must also file a "Notice of Termination" when the site is finally stabilized and all stormwater management systems have been constructed and have been proven to be functioning in accordance with the Design Concept(s).
- B. Reference the ESPC for any other procedural manuals, publications, permits or other field guidelines required for the Contractor to obtain, understand and utilize in the performance of his work. By reference of same, said materials are made a part of these Specifications.

PART 2 - PRODUCTS

2.1 FILTER FABRIC

- A. Filter fabric for silt fences shall be a 36" Georgia DOT approved pervious sheet of synthetic polymer filaments non-woven from continuous filaments with wire fence backing. Filter fabric shall be of type recommended by its manufacturer for the intended application. The filter fabric shall meet the following requirements:
 1. Minimum average thickness: 30 mil (by ASTM D1777).
 2. Air permeability: 250 to 550 C.F.M./Sq. Ft.
 3. Minimum grab strength: 110 lbs. (by ASTM D1682).

2.2 FILTER STONE

- A. Aggregate filter shall conform to following gradations:

<u>Sieve Size</u>	<u>% by weight passing Square mesh sieve</u>
3"	100
3/4"	20 - 90
No. 4	0 - 20

2.3 STONE FOR EXIT/ENTRANCE PAD

- A. Stone shall comply with ASTM D448 size #1 (1 1/2" to 3 1/2").

2.4 EROSION CONTROL MATTING

- A. All areas of disturbance (slopes greater than 2:1 or as specified): Refer to latest edition of "Manual for Erosion and Sediment Control in Georgia" for changes to the BMP's listed below.
 - 1. Biodegradable netting impregnated with excelsior wood fiber such as manufactured by "Curlex";
 - 2. "Ero-Mat" by Verdyol;
 - 3. "Bon Terra CS2".

2.5 SYNTHETIC POLYMERS

- A. For all newly disturbed, graded or exposed soil surfaces, apply 1.5 gals/acre of approved erosion control polymer. Erosion control polymer is a water soluble synthetic polyacrylamide polymer suitable to be applied to disturbed soil surfaces where the polymer will chemically bind to fine clay particles and prevent clay from going into solution, such as:
 - 1. APS 600 Series Silt Stop, as manufactured by Applied Polymer Systems, Norcross, Georgia, Contact Steve Iwinski (678)461-9352.
 - 2. Or approved equal.
- B. Polymer shall be applied utilizing a hydro seeder mix of appropriate seed, fertilizer, lime and mulch for the same acre or without seed/fertilizer/lime/mulch mix.
- C. Follow all manufacturer's instructions and recommendations. Do not mechanically disturb treated areas after application. (*This does not include foot traffic as necessary to install erosion control blanket.*)
- E. Contractor shall furnish and install as necessary a minimum 200 lbs. of erosion control polymer for incidental "touch-up" or point source erosion areas."
- E. Furnish two (2) forms of synthetic polymer:
 - 1. Emulsion polymer for hydro seeder application with an active strength of 30%.
 - 2. Powder polymer for hand spreading with an active strength of 95%.

2.6 RIP RAP

- A. Rip Rap shall be granite stone with a minimum weight of one hundred fifty pounds (150 lbs.) per piece.
- B. Place rip rap at both ends of proposed concrete culvert and safety end sections.

PART 3 - EXECUTION

3.1 TEMPORARY EROSION CONTROL DEVICES

- A. Construct temporary sediment barriers of silt fence at all points where surface water flows from construction area bypassing temporary sediment traps if the area is subject to soil erosion; or as otherwise indicated on ESPC or as deemed necessary by inspectors.
- B. Install temporary sediment traps and temporary sediment basins in accordance with the location and details shown on the ESPC. Remove accumulated sediment when they are one-third full of silt continually until permanent vegetative cover is established.
- C. Install construction exit as indicated on ESPC with geotextile fabric underlayment. Maintain to prevent tracking and flow of mud onto public roads.
- D. Construct diversion berms, dikes (2'-0" wide x 1'-6" tall) or ditches at the tops of all slopes or as otherwise indicated on the ESPC. Machine compact these elements and plant temporary seed until permanent vegetative cover can be established.
- E. Maintain temporary barriers until permanent erosion control measures are established. Repair and replace barriers damaged or displaced by construction activity.
- F. Contractor shall clean out and/or adjust temporary sediment basin(s)/facility elevations to specified depth throughout duration of project after stabilization of all disturbed areas. Compact dam of sedimentation basin to minimum 95% Standard Proctor to the grade elevations shown on the ESPC.

3.2 SEDIMENTATION FACILITIES

- A. Construct temporary sedimentation facility prior to or concurrent with rough grading of site. Permanent sedimentation control measures shall be constructed concurrently with fine grading or partial fine grading of site and vegetative stabilization. Direct surface water into completed portions of sedimentation facility.
- B. Maintain temporary sediment traps around at all drainage structures (both on-site and/or off-site) until permanent vegetative cover has been established to prevent washing of sediment into public storm drainage system. Utilize "pigs-in-a-blanket" temporary sediment traps at all completed or partially completed single wing or double wing catch basins, drop inlets and yard inlets.
- C. Flush drainage lines between manholes and drainage structures as required during construction and after establishment of permanent erosion control measures to remove collected debris.
- D. Install rip rap at all locations indicated on the ESPC or other drawings as soon as feasible. It shall be reasonably well-graded granite stone sized from smallest to maximum size specified. Stones smaller than smallest size specified is not permitted. Control gradation of rip rap by visual inspection to assure thickness of rip rap conforms with the contract document requirements. Provide geotextile filter fabric under rip rap.

- E. After land disturbance operations of any kind, survey the sediment facility and determine that sediment volume that is available. If specified volume is not available, disassemble control measures, excavate sediment from facility and install control measures. Dispose of excavated sediment from facility, spread over slopes in accordance with contours shown on the Grading and Drainage Plan and stabilize facility with permanent vegetation. Prepare and submit a certified statement of correct sediment facility volume. Do not dispose of any excavated sediment into any drainage way which might lead said material off-site onto adjacent downstream properties.
- F. The existing creeks and ponds shall not be used in any manner for Erosion, Sediment or Pollution Control measures. Protect same from all erosion, sediment or pollutants of any kind.

3.3 GROUND COVER

- A. Protect all exposed soils with mulching (temporary measure) and vegetative ground cover (permanent measure).
- B. Install "Curlex", "Bon Terra CS2" or "Ero-Mat" by Verdyol blanket on all slopes greater than 3:1 along with vegetative cover unless otherwise indicated on the ESPC.
- C. Temporary Seeding consists of ground cover of temporary plant material on all graded areas which will not receive final grading or permanent planting within three (3) days.
- D. All grassing or planting operations shall include mulching as stabilization until ground cover by planting is effective.
- E. Reseed as required until full vegetative coverage is established.

3.4 MAINTENANCE

- A. Inspect all control elements after each rainfall event and a minimum of every two (2) weeks when no rainfall event(s) occur. Clear all debris and accumulated sediment from behind barriers when half full so their functional capacity is not reduced. Repair and replace any and all damaged measures of any kind.
- B. Maintain all erosion, sedimentation, pollution control measures for delivery of correct pond volume for a period of thirty (30) calendar days.

3.5 REMOVAL OF TEMPORARY EROSION CONTROL DEVICES

- A. As soon as permanent vegetative cover is established, Contractor shall remove temporary devices, including sediment barriers, berms, silt traps and similar devices. Contractor to remove retrofit structure and clean out all accumulated silt and debris in detention ponds to restore finished grades indicated on the ESPC.
- B. Contractor shall remove all excess silt from behind all silt fences and other filter devices and utilize it to repair erosion features if necessary. If silt is not needed for repairs, it shall be removed from the site by the contractor.

- C. Contractor shall remove silt fence in such a manner as to minimize damage to surrounding vegetative cover. All fence fabric, wire and posts shall be removed completely, and removed from the site.
- D. All disturbed areas created by removal of silt fence shall be immediately fine graded, stabilized and seeded with permanent grass to match surrounding areas. All rocks and debris shall be removed from the site. Stabilization of disturbed areas may require the use of a “geo-jute” fabric to prevent erosion and allow for mowing of same area. Erosion control fabrics with netting that will be entangled in mowers may not be acceptable in areas where mowing will occur. In the event seasonal considerations prevent establishment of permanent grass, Contractor shall establish temporary grass and return the following season to establish permanent grass.
- E. Remove all debris resulting from temporary erosion control from project site.
- F. Control dust from disturbed areas by means of mulching, irrigation, calcium chloride or other method subject to the Civil Engineer’s review.
- G. Should site conditions dictate that it is not prudent to remove all temporary erosion control devices at the time of Contractor demobilization; the Contractor must remobilize personnel and equipment to complete removal as soon as conditions allow. The Contractor will be responsible for the complete and timely removal of all temporary erosion control devices as soon as adequate permanent vegetative cover is established.

End of Section

SECTION 02 514

SITE CONCRETE

PART 1 - GENERAL

1.1 SCOPE

- A. The work covered by this section consists of furnishing and installing Portland cement concrete for site improvements which include concrete roll curb & gutter, storm catch basin tops, concrete flumes, driveway aprons, concrete sidewalk, and any other concrete as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings.

1.2 SUBMITTALS

- A. Submit design mix certified by the testing laboratory to be approved by Owner's Representative and paid for by Owner, for the mix design based on cylinder check tests verifying the design mix.
- B. Submit mill certification certifying that cement, sand, aggregate, reinforcing steel and joint materials comply with the requirements of this Specification.
- C. Submit shop drawings for review prior to placement showing bending and placing details for steel reinforcing including bar sizes, spacings, bending and tagging identification.
- D. Submit complete manufacturer's catalog description of all joint materials and curing/sealing materials.

1.3 PROJECT CONDITIONS

- A. Installation shall comply with all state and local laws, ordinances, rules and regulations.
- B. Contractor shall obtain all required permits prior to start of construction.
- C. Survey and maintain all bench marks, monuments and other reference points, and if disturbed or destroyed, replace by registered Georgia land surveyor at no cost to Owner.
- D. Provide proper drainage during construction in a manner to prevent damage to the work, adjoining structures and adjoining and downstream property.
- E. Patching parts of a section of work between joints shall not be permitted. Remove and replace entire damaged sections when matching existing work.

1.4 QUALITY CRITERIA

- A. All work and materials shall conform to the applicable standard specifications for roadway construction of the Georgia State Department of Transportation where the construction occurs.
- B. All work shall be performed in accordance with ACI301.

1.5 GUARANTEE

- A. Site Concrete Contractor to provide Owner's Representative a written guarantee that all work is of good quality, free from faults and defects and in conformance with these Specifications; and that if, within one year after completion and acceptance of the Work, any Work or materials are found to be defective, Contractor will promptly, without cost to Owner, correct such defective Work or materials.

PART 2 - PRODUCTS

2.1 BASE COURSE MATERIALS

- A. Base course shall be constructed of structural fill.

2.2 CONCRETE

- A. Concrete shall be 3,000 psi concrete shall be in compliance with ASTM C94.
- B. Cement shall comply with ASTM C150 normal Type I specifications.
- C. Aggregates shall comply with ASTM C33.
- D. Water shall be potable.
- E. No additives shall be used without prior review of Owner's Representative.

2.3 REINFORCING STEEL (if required)

- A. Reinforcing bars and dowels shall conform to ASTM A615, Grade 60, deformed bars with an uncoated finish.
- B. Welded wire fabric shall consist of deformed bars, furnished in flat sheets or coiled rolls with an uncoated finish, and shall conform to ASTM A-185.
- C. Tie wire shall be 16 gauge annealed steel.

2.4 FIBRILLATED FIBERS

- A. All sidewalk is to be constructed of Class "A", 3000 PSI Concrete with 100% Virgin Polypropylene Fibrillated Fibers added at the rate of 1.5 lbs. per cubic yard.

2.4 JOINT MATERIALS

- A. Expansion joint filler shall be non-extruding and resilient types conforming to AASHTO M-213 or M153.
- B. Poured joint sealer shall be a hot poured elastic type sealer intended for sealing joints in concrete pavements and shall conform to AASHTO M-173.

2.5 CURING AND SEALING MATERIALS

- A. Curing/sealing compound shall be "CS-309" as manufactured by W. R. Meadows or equivalent.

2.6 FORM MATERIALS

- A. Form materials shall comply with the requirements of ACI301.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Prior to placement of base material, installer shall inspect the site grading and ensure that the sub-grade has been properly placed and compacted, and is ready to receive the base material. He shall also determine that all site drainage, piped site utilities, underground electrical and communications conduits have been installed, tested and accepted by Owner's Representative.

3.2 PREPARATION

- A. Contractor shall submit to Owner's Representative for review all materials to be used in the base and pavements.
- B. Contractor shall repair subgrade as necessary to provide uniform surfaces.
- C. Spread base material and compact to 95% Maximum Theoretical Density and within 1/8 inch of required grade.
- D. Check field density with nuclear density device or other method acceptable to Owner's Representative.
- E. Set forms on firm foundation, true to grade and securely fastened in place. No settlement or springing of forms under the finishing machine will be allowed. Top face shall not vary from a true plane by more than 1/8 inch in 10 feet. Vertical sides shall not vary from a true plane by more than 1/4 inch.
- F. Clean and oil all forms prior to use.
- G. Provide work bridges where necessary for finishing, straight edging, making corrections, etc. to surface after concrete has been screeded. Bridges shall be rigidly constructed and easily moveable so that they will not come into contact with the concrete.
- H. Check alignment and grade elevations of forms and obtain approval of preparation and form work from Owner's Representative prior to placement of concrete.

3.3 INSTALLATION OF CONCRETE CULVERT AND DRIVEWAY APRONS

- A. Place reinforcement in accordance with Performance Specification and secure by means of chairs, clips, etc. as necessary.

- B. Excavate drain pockets for all weep holes, if any and fill with coarse aggregate. Provide pipes, sleeves, or formed openings as indicated in Performance Specification.
- C. Place concrete in a manner to avoid segregation. Spread to the full width and depth of forms and bring to grade by screeding and straight edging.
- D. Give aprons a heavy broom finish with smooth trowel edges as shown on the drawings. Final surface shall not vary from a true plane by more than 1/4 inch in 10 ft. Provide sealer for all sidewalks and apply in accordance with manufacturer's recommendations.
- E. Workmanship and appearance shall be of the highest quality.
- F. Provide joints as shown on the Drawings.
- G. Provide proper curing for the sidewalks using liquid curing/sealing compound.
- H. Thoroughly clean all joints immediately prior to sealing and acid and/or pressure wash concrete prior to sealing as directed by Owner's Representative. Apply sealant as soon as possible after required curing period of concrete. Prohibit traffic on sealed surfaces until sealer has cured.

3.4 CLEANING

- A. Concrete Driveway Aprons shall be acid washed and/or pressure washed at substantial completion by Contractor if required by Owner's Representative to achieve the desired appearance.

End of Section

SECTION 02 547

BITUMINOUS SURFACING

PART 1 - GENERAL

- 1.1 DESCRIPTION: Work described in this section includes, but is not limited to providing asphalt tack coat, asphalt binder and surface course for asphalt extension/widening, and asphalt repaving. Furnishing and installing paving courses normally incidental to paving operations is also included.
- 1.2 QUALITY ASSURANCE
- A. Reference Specifications: "Standard Specifications for Construction of Roads and Bridges", 1983 edition, Department of Transportation, State of Georgia and "Supplemental Specifications for Road and Bridge Construction" which modify the 1983 regulations.
 - B. Requirements of Regulatory Agencies: Comply with applicable codes, ordinances, rules, regulations, and laws of local, municipal, state or federal authorities having jurisdiction, the Georgia DOT and City of Dacula Development Regulations.
 - C. Pavement area shall be inspected by Owner and Owner's Representative. Contractor shall correct any deficiencies in material makeup, strength, or quantities revealed.
 - D. At no time shall any recycled asphaltic concrete be used on any projects for the City of Dacula for either binder or top course.
- 1.3 SUBMITTALS
- A. Submit manufacturer's data, reports, and material certifications as required to certify compliance with the specifications.
- 1.4 JOB CONDITIONS
- A. Grade Control: Establish and maintain required lines and elevations. Minimum slopes leading to catch basins on curb inlets shall not be less than 1" in 8' (1.04%).
 - B. Contractor shall build up centerline of road with new asphalt pavement to create new crown in road sloping from centerline to curb & gutter.
 - C. Utility Installations: No paving work shall be started until all utility installations which will be covered by pavement have been completed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Paving Base Course: Crusher run grade aggregate consistent with the Reference Specifications, Paragraph 3.2 A, compacted to 95 % Proctor. Aggregate shall be crushed stone consisting of hard durable rock fragments free from clay and reasonably free from flat,

elongated or soft pieces of organic matter. It shall be graded 2" and down, if required.

- B. Materials for hot mix asphaltic concrete construction to be as given in Reference Specifications, Paragraph 400.02 of the Georgia D.O.T. Standard Specifications.

1. Materials: Bituminous concrete materials shall meet the following gradation specifications:

SEIVE SIZE	PER CENT Intermediate or Leveling Course (Type "B")	PASSING Surface Course (Top) (Type "F")
1"	100	
3/4"	90 - 100	
1/2"		100
3/8"	40 - 70	90 - 100
No. 4		50 - 85
No. 8	25 - 40	40 - 55
No. 16		
No. 50		
No. 200	0 - 10	0 - 10
Percent Bitumen	4.2 - 7	5.2 - 9.0
Penetration Grade	85 - 100	85 - 100

- C. Asphalt Tack Coat shall be installed between milled section and asphalt binder course and between asphalt binder course and asphalt surface course (0.05 – 0.15 GAL per SY).

PART 3 - EXECUTION

3.1 SUB-GRADE PREPARATION, if required.

- A. Contractor shall proof-roll sub-grade in the presence of the Owner prior to installing base course material. The sub-grade if required due to unsuitable materials being present shall be cleared of all rocks, loam, debris, vegetation, roots and foreign matter, to a depth of 12 inches below its finish grade.
- B. Contractor shall protect the sub-grade from damage and maintain it in a smooth, compact, and rut-free condition until the base course has been placed.

3.2 PAVING BASE COURSE, if required.

- A. Paving Base Course shall be constructed of grade aggregate and construction shall be done in accordance with Sections 310.01, 310.03, 310.04 of the Georgia D.O.T. Standard Specifications except that the use of automatically controlled screed equipment will be at Contractor's option.

3.3 BITUMINOUS PAVING

- A. Bituminous paving shall be hot mix asphaltic concrete construction conforming to Sections 400.01, 400.03, 400.04, 400.05, 400.07, 400.08, of the Georgia D.O.T. Standard Specifications except that Section 400.04 shall be modified as follows: The job mix

formula shall be submitted by Contractor to Owner's Representative for his approval, and such approval does not relieve Contractor of his responsibilities for adequacy and warranty of the paving.

3.4 BITUMINOUS PRIME

- A. Bituminous prime shall conform to Georgia D.O.T. Standard Sections 412.01, 412.02, 412.03, 412.04 of the Standard Specifications.

3.5 PAVING THICKNESSES SHALL BE AS FOLLOWS

- A. All areas of Asphalt Repaving shall receive:

Minimum Thickness

- | | | |
|----|---|--------------------------------|
| 1. | Asphalt Tack Coat..... | (0.05 – 0.15 gallons per S.Y.) |
| 2. | 'D' Mix (Metro-Flex or equivalent 'D' Mix) Asphalt Course | 1" |
| 3. | Asphalt Tack Coat..... | (0.05 – 0.15 gallons per S.Y.) |
| 4. | Type 1 – 'F' Mix (9.5 mm) Asphalt Surface Course | 1-1/2" |

- B. All areas of Asphalt Extension/Widening shall receive:

Minimum Thickness

- | | | |
|----|--|--------------------------------|
| 1. | Crusher Run Stone Base..... | 8" |
| 2. | Asphalt Binder Course (19 mm Superpave) | 2" |
| 3. | Asphalt Tack Coat..... | (0.05 – 0.15 gallons per S.Y.) |
| 4. | Type 1 – 'F' Mix (9.5 mm) Asphalt Surface Course | 1-1/2" |

- C. Contractor to submit Job Mix Formula to Engineer for review.

- D. All asphalt pavement shall have a minimum slope of 1/8" for each 1'. Contractor to build up new crown in road at centerline for positive drainage to roll curb & gutter on each side of road.

3.6 BITUMINOUS TACK COAT

- A. Apply asphalt tack coat to existing asphalt binder course and patched areas of new binder prior to installing new "D" Mix Asphalt Course and to new "D" Mix Asphalt Course or Binder Course immediately prior to spreading Asphalt Surface Course materials.

- B. Quantity:

1. Apply from 0.05 to 0.15 gallons per square yard of surface to be covered as directed by Engineer.
2. Emulsified asphalt shall be diluted with an equal part of water.

- C. Application:

1. Apply tack coat by means of a bituminous distributor so that a uniform distribution is obtained at all points.
2. Apply tack coat on each layer of the binder course and allow tack coat to cure before

placing the succeeding course.

3. Apply tack coat only as much pavement as can be covered with asphalt aggregate mixture in the same day.

3.8 MAINTENANCE

- A. Contractor shall maintain the wearing surface until approved by Owner.
- B. Contractor shall warrant the paving free of construction defects for a period of one year after acceptance by Owner.

End of Section

SECTION 02 580

TRAFFIC PAVEMENT MARKING

PART 1 - GENERAL

1.1 SCOPE

- A. All traffic markings as indicated on the Drawings shall be included in the construction contract.
- B. The scope of pavement markings includes:
 - 1. Thermoplastic Stop Bar Striping at all intersections where new pavement is installed and as indicated on the Drawing.
 - 2. Thermoplastic Crosswalk Striping at intersection of McMillan Road and Robin Ridge Drive.

The work covered by this section consists of furnishing all materials and labor for providing traffic and pavement markings include in the scope of work as stated above. This shall include all required markings at intersections and all ADA / handicapped symbols and crosswalks if existing.

1.2 SUBMITTALS

- A. Submit manufacturer's data including material specifications, surface preparation, application instructions and warranty information to Owner's Representative for review.
- B. Above data shall be accompanied by certification from the manufacturer stating that the materials comply with this specification.

1.3 PROJECT CONDITIONS

- A. Provide adequate barricades, etc. to protect the work.
- B. Perform all work in a neat and workmanlike manner and protect all property from spillage or splash of paint.
- C. Expenses related to the removal, relocation, replacement and/or rerouting of any and all existing utilities or other built, stored, stockpiled items of any kind, surface or subsurface is the responsibility of the Contractor and will be included in the Contract Sum.

PART 2 - PRODUCTS

2.1 GENERAL

- C. Paint shall be delivered in unopened containers, clearly marked to identify the product and its manufacturer.

2.2 THERMOPLASTIC

- A. Thermoplastic Traffic Stop Bar and Crosswalk Striping shall be the color white.
- B. Thermoplastic Traffic Stripe shall be Georgia DOT approved in accordance with Section 653.00 of Georgia DOT Standard Specifications.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that all pavement is complete and acceptable to the Owner.

3.2 PREPARATION

- A. Thoroughly clean all areas to receive pavement marking. This will include sweeping and other measures as are necessary to ensure good adhesion of the paint to the pavement surface.

3.3 APPLICATION

- A. Obtain review of site conditions and materials from Owner's Representative prior to application of pavement markings.
- B. Apply paint only under favorable weather conditions above 50 degree F.
- C. Apply paint strictly in accordance with manufacturer's written instructions.
- D. Apply paint with mechanical equipment to provide uniform straight edges.
- E. Apply a minimum of two coats paint to a dry film thickness of 15 mils. All pavement markings shall present a uniform appearance without bleed-out edges.
- F. Stop Bar Lines shall be 24" wide and installed with a striping machine.
- G. Protect work from traffic or public access until paint is completely dry.
- H. Repaint any existing pavement markings damaged during construction.
- I. For pavement marking within State, County or City rights-of-way for stop bars, apply Georgia D.O.T. approved thermoplastic in the widths and configurations shown on the Construction Drawings. All such pavement markings shall conform to the Federal Highway Administration Manual for Uniform Traffic Control Devices, latest edition.

3.4 CLEAN-UP

- A. Eradicate all markings that are in error and clean all excess paint and spilled or splashed paint from pavement or adjacent structures. Do not use paint or asphaltic liquids for obliteration of markings. Eradication shall be performed by hydro-blasting or other reviewed method that will not harm the pavement.

End of Section

SECTION 02 720

SITE DRAINAGE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work described in this section includes, but is not limited to, construction of roll curb & gutter, storm structure top replacement, and concrete flumes, as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings.

1.2 SUBMITTAL

- A. Product data: Submit for each type of piping material, prefabricated structure, and casting. Indicate product descriptions and installation procedures.
- B. See Section 02 720, 3.3 for As-Built Record Drawings submittals.

1.3 QUALITY ASSURANCE

- A. Industry standards: Standards for the following, as referenced hereinafter.
 - 1. American Society for Testing and Materials (ASTM).
 - 2. American Concrete Institute (ACI).
 - 3. Georgia Department of Transportation, "Standard Specifications for the Construction of Roads and Bridges", 1983 edition, hereinafter referred to as Georgia D.O.T. Specifications.
 - 4. City of Dacula Development Regulations, Latest Revision.
 - 5. Gwinnett County Development Regulations, Latest Edition.

1.4 GUARANTEE

- A. Contractor shall guarantee the construction of all storm drainage for a period of one (1) year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PIPING

- A. Storm drain pipe is to be of the type, size, class or gauge, and material illustrated in the Project Scope and Performance Specification and as indicated on the Drawings, if required.
- B. Aluminized Type II Steel Pipe (AST-2) and Reinforced Concrete Pipe (RCP) are to be used for this project as indicated on the Drawings, if required.
- C. Reinforced concrete pipe, concrete headwalls, concrete storm structures, and safety flared end sections, if indicated on Drawings, shall conform to Georgia D.O.T. Standard Specifications.

2.2 CONCRETE, MASONRY AND ACCESSORY MATERIALS

- A. Concrete: 4000 psi compressive strength including form work, reinforcement and finish.
- B. Manhole brick: Meeting ASTM C32-73, Grade MM.
- C. Mortar: Meeting ASTM C270-80, Type M.
- D. Construction castings: Meeting ASTM A48-76, grey cast iron.
- E. Manhole steps: Meeting ASTM A48-76, Class 30B, integrally cast into manhole sidewalls.
- F. Gravel Fill: Meeting Ga.D.O.T. Specifications, Section 800, size #57 stone.
- G. Precast concrete manholes: Meeting ASTM C478-79, concentric cone type.

2.3 REINFORCING STEEL

- A. Reinforcing bars and dowels shall conform to ASTM A615, Grade 60, deformed bars with an uncoated finish.
- B. Welded wire fabric shall consist of deformed bars, furnished in flat sheets or coiled rolls with an uncoated finish, and shall conform to ASTM A-185.
- C. Tie wire shall be 16 gauge annealed steel.

PART 3 - EXECUTION

3.1 CONSTRUCTION OF DRAINAGE SYSTEM

- A. Excavation, filling and compaction for construction of drainage system shall be in accordance with Earthwork Section 02 200.
- B. Inspect piping prior to placing in trenches. Install no defective or damaged piping.
- C. Lay piping beginning at low point of the drainage system with joints lapped upgrade. Lay in proper alignment and to slopes indicated, fully supported on firm subgrade.
- D. Clean interior of piping of dirt and debris as work progresses. Place plugs in the ends of uncompleted piping at the end of each work period. Continue to flush lines between manholes and drainage structures as required to remove collected debris until permanent vegetative cover has been established.
- E. Lengths of storm drain pipe illustrated in the Project Scope and Performance Specification are approximate distances center to center of structures. Contractor is responsible for all pipe quantities to convey storm drainage to points indicated in accordance with the design concept illustrated.

3.2 DRAINAGE STRUCTURES

- A. Construct catch basins, drop inlets, headwalls and similar structures of reinforced concrete unless otherwise indicated; manholes of masonry, concrete or precast units at Contractor's option.
 - 1. Provide concrete foundations for manholes and other structures as indicated. All drainage structures shall have paved (mortar) inverts.
 - 2. Concrete structures shall be reinforced as indicated in the Project Scope and Performance Specification.
 - 3. All concrete construction shall receive a smooth formed finish in accordance with ACI-301-72 on all surfaces exposed to exterior or interior of structure; rough formed for all unexposed construction.
 - 4. Moist cure concrete for a minimum of seven days after placing.
- B. Mix mortar with only enough water for workability. Re-tempering of mortar will not be permitted. Keep mortar mixing and conveying equipment clean. Do not deposit mortar upon or permit contact with ground.
- C. Lay masonry in full mortar bed with ends and with full vertical joints, not more than 5/8" wide. Protect fresh masonry from freezing and from too rapid drying.
- D. Apply a 2" thickness mortar parge coating on interior and exterior of masonry walls surfaces.
- E. Set tops of frames and covers of manholes flush with finished surface.
- F. Set drainage gratings to elevations indicated in the Project Scope and Performance Specification.

3.3 AS-BUILT RECORD DRAWINGS

- A. Furnish two (2) sets of reproducible As-built Drawings of all portions of the storm sewer system(s) including the horizontal and vertical locations of all pipe structures, clean out connections and the relationship of storm sewer to all other built items in plan and profile. As-built shall be prepared and sealed by a Georgia Registered Land Surveyor and shall be considered an accurate representation of the built storm sewer system.

End of Section

SECTION 02 930

LAWNS AND GRASSES

PART 1 - GENERAL

- 1.1 DESCRIPTION: Work described in this section consists of the establishment of grassing of 100% of all areas disturbed by paving operations, driveway apron replacement, sidewalk installation, yard regrading, storage of equipment, except the area covered by paving or those areas designated for other plant materials as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings.

PART 2 - PRODUCT

- 2.1 FERTILIZER: Fertilizer shall be 19-19-19 grade, uniform in composition, free-flowing for application with spreading equipment, delivered to the site in bags or other containers, each fully labeled, conforming to the State fertilizer laws, and bearing the name, trade name, or trade-mark, and warranty of the producer. Engineer shall be furnished with duplicate copies of invoices for all fertilizer used on the project.
- 2.2 LIME: Ground limestone containing not less than 85% carbonates; 50% passing 100 mesh sieve and 90% passing 20 mesh sieve.
- 2.3 GRASS SEED: Shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of Invitation of Bids. Seed shall be furnished in sealed standard containers, unless exception is granted in writing by Engineer. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed shall be guaranteed 92% germination.
- A. Kentucky 31 Fescue (*Festuca Elatior*). Seed: Fresh, clean, new seed testing 98% for purity and 85% for germination. September 15 - May 15.
- B. Common Bermuda (*Cynolon Dactylon*) Seed: Fresh, hulled, clean, new seed testing 98% for purity and 85% for germination. May 15 - September 15.
- 2.4 SOD: Sod replacement is required in all property owner's yards where disturbed by grading or other construction operations. Contractor shall replace Sod in kind and match existing condition.
- 2.5 WATER: Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and other watering equipment required for the work.
- 2.6 HYDROMULCH: Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:
- A. Percent moisture content: 9.0% ($\pm 3, 0\%$).
- B. Percent organic mater: 99.2% ($\pm 0.8\%$).
- C. Percent ash content: 0.8% ($\pm 0.2\%$).

- D. pH: 4.8 (± 0.5).
- E. Water holding capacity: 150 grams water/100 grams fiber, minimum.

PART 3 - EXECUTION

- 3.1 FERTILIZER: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre, plus 1 ton agricultural lime per acre two (2) days prior to seeding, over the areas to be grassed, and shall be incorporated into the soil to a depth of at least 3 inches by disking or harrowing. The incorporation of fertilizer may be part of the tillage operation specified above. Undulations in the surface as a result of tillage or fertilizing shall be smoothed.
- 3.2 Approximately 4 weeks after seeding and when grass coverage has been established, apply 1 to 1 ½ pounds of ammonium nitrate per 1,000 square ft. to all seeded areas and immediately water using a fine spray. At the end of the maintenance period and prior to final inspection, apply 10 lbs. of specified fertilizer per 1,000 sq. ft. and water immediately.
- 3.3 SEED: Seed shall be Fescue or Bermuda. Method of seeding shall be hydro seeding or broadcast at Contractor's option; however, the method selected shall be a part of his erosion control plan.
- 3.4 BROADCAST SEEDING:
 - A. If conditions are such, by reason of drought, high winds, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, Contractor shall stop the work, and work shall be resumed only when conditions are favorable again or when approved alternate or corrective measures and procedures have been put into effect. If inspection during seeding operations or after there is a show of green indicates that strips have been left, or skipped, Contractor shall sow additional seed on these areas.
 - B. Seeding shall be at the rate of 10 pounds per 1,000 sq. ft. for Fescue or 5 pounds per 1,000 sq. ft. for Bermuda.
 - C. Seed shall be broadcast either by hand or approved sowing equipment. The seed shall be uniformly distributed with the sower moving in one direction, and the remainder shall be sown with the sower moving at right angles to the first sowing. The seed shall be covered to an average depth of 1/4 inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved device.
- 3.5 HYDROSEEDING: Apply seed/fertilizer/hydro mulch mixture in water slurry. Dispense using hydraulic mulching equipment in following minimum quantities:
 - A. Fertilizer: 130 lbs./acre.
 - B. Fescue Seed: 300 lbs./acre/Bermuda seed 150 pound/acre.
 - C. Hydromulch: 1500 lbs./acre.
- 3.6 COMPACTION: Immediately after the seeding operations specified above have been completed, the entire area shall be compacted by means of a cultipacker, roller, or other approved equipment weighing 60 to 90 pounds per linear foot of roller. If the soil is of such type that a smooth or corrugated roller cannot be operated satisfactorily, a pneumatic roller shall have tires of sufficient size so that complete coverage of the soil surface is obtained.

When a cultipacker or similar equipment is used, the final rolling shall be at right angles to the prevailing winds to prevent dust.

- 3.7 CLEAN-UP: Remove from the site and dispose of all debris and foreign material. During the grassing operations, debris shall not be dumped on any part of the property or on any unauthorized placed.

3.8 MAINTENANCE:

- A. Contractor shall be responsible for establishment and proper care of the grassed areas during the period when the grass is becoming established and until final acceptance by Owner.
- B. Maintenance shall consist of watering, weeding, repair of any erosion and reseeding as necessary to establish a 100% uniform stand of grass, and shall continue until acceptance.
- C. All seeded areas that do not show satisfactory growth within 18 days after seeding shall be re-seeded and re-fertilized as directed until a satisfactory lawn is established. Full coverage is required in 60 days.
- D. All lawn areas shall be protected until acceptance. All eroded and damaged areas, regardless of cause, shall be immediately repaired and reseeded. Protect all lawn areas from pedestrian or vehicular traffic.

3.9 GUARANTEE AND ACCEPTANCE:

- A. All disturbed areas must be 100% covered and final stabilized with 80% grassing established.

End of Section

SECTION 02 933

TEMPORARY SEEDING

PART 1 – GENERAL

1.1 SCOPE

- A. The work covered by this section consists of the establishment of a temporary vegetative cover on all disturbed areas caused by paving operations, driveway apron replacement, sidewalk installation, regrading for yards, or storage of equipment by seeding with appropriate rapidly growing grass seed. Temporary seeding shall be provided for all exposed soil surfaces that are not to be fine graded or landscaped within 30 days after fine grading.

1.2 PROJECT CONDITIONS

- A. Protect all adjacent public and private property from siltation and other damage due to construction activities with silt dams or fences as indicated on the drawings.
- B. Temporary seeding shall be applied to any and all disturbed areas left idle for two weeks and shall be applied no later than the 15th calendar day from last land disturbance activity. (ie. clearing, grubbing or grading).

1.3 QUALITY CRITERIA

- A. Installation shall be in strict compliance with the rules and regulations of the local seed laws.
- B. Installation shall comply with all applicable codes, rules, regulations and ordinances related to erosion control and temporary seeding.

PART 2 – PRODUCTS

2.1 TEMPORARY SEED

- A. Select temporary grass seed appropriate to the season and site conditions. Temporary grass shall be a quick growing species such as millet, rye grass, Italian rye grass or cereal grasses suitable to the area providing a temporary cover which will not later compete with grasses sown for permanent cover. Seed shall meet the requirements of the rules and regulations of the Georgia Seed Law.

2.2 LIME

- A. Provide agricultural grade ground or pulverized limestone. Lime shall contain not less than 85% carbonates with 50% passing a 100 mesh sieve. Lime shall have tested values of 90% minimum germination and 1% maximum weed content.

2.3 FERTILIZER

- A. Provide standard commercial grade fertilizer, either 4-12-12, 6-12-12 or 5-10-15 as required for conditions.

PART 3 – EXECUTION

3.1 SEED-BED PREPARATION

- A. Where soils are known to be highly acid (pH 5.5 and lower), apply lime at the rate of two (2T) tons per acre (1#/10 s.f.).
- B. Apply fertilizer at a rate of 450 lbs./acre (10 #/1,000 s.f.). Lime and fertilizer shall be incorporated into the top two (2") to four (4") inches of the soil by tilling.
- C. Loosen ground surface by discing, raking or harrowing. If the area has been recently loosened or disturbed, no further roughening shall be required. Remove all large clods, boulders and debris which will interfere with the work. Remove all stones two (2") inches and larger in any given dimension.

3.2 SEEDING

- A. Apply seed evenly with a cyclone seeder, drill, cultipacker seeder or hydroseeder. Small grains shall be planted no more than one inch deep. Grasses and legumes shall be planted no more than 1/4 inch deep. Distribution by hand shall not be permitted.

3.3 ROLLING

- A. Roll all seeded areas before applying mulch. On steep slopes cover seeds by dragging spiked chains or similar methods.

3.4 MULCHING

- A. All seeding in fall for winter cover shall be mulched. Seedings on slopes 4:1 or greater, on adverse soil conditions and in excessively hot or dry weather shall also be mulched.
- B. Mulch shall be straw or hay spread at the rate of approximately two tons/acre, wood cellulose fiber applied at the rate of approximately 1500 lbs./acre. Bituminous treated mulch shall be used on all slopes steeper than 2:1.
- C. Seedings made during optimum spring and summer seeding dates, with favorable soil and site conditions shall not require mulch if written permission is received by Engineer.

3.5 WATERING

- A. Provide watering as required to establish and maintain healthy vegetative cover.

3.6 RESEEDING

- A. Reseed and provide straw cover for bare areas 1 s.f. and larger to establish and maintain vegetative cover and to prevent sheet and rill erosion. Repair erosion damage as required and reseed.

End of Section

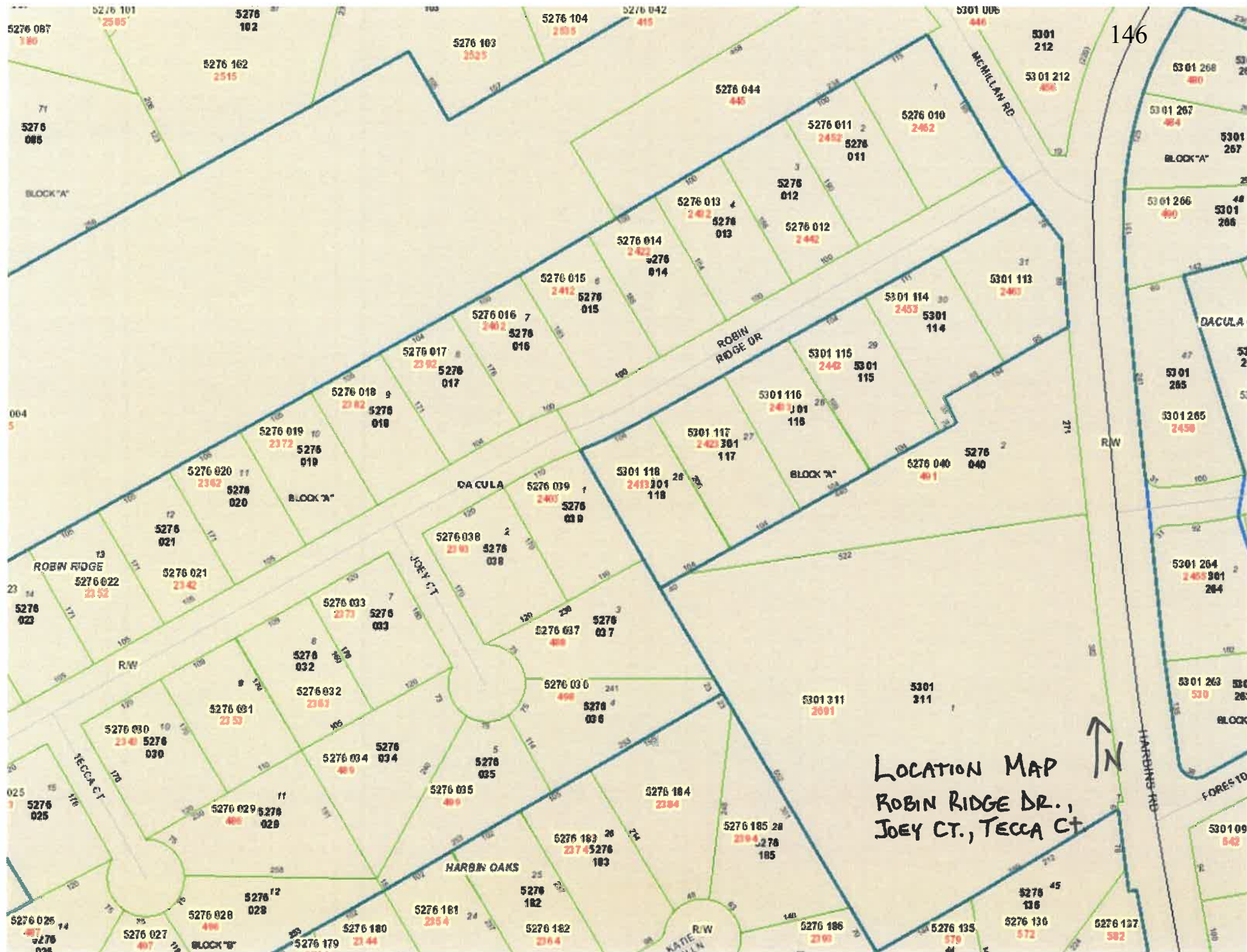
APPENDIX

City of Dacula

for

**Robin Ridge Drive , Tecca Court, Joey Court
Asphalt Paving Improvements/Sidewalk Project**

- 」 Project Location Map
- 」 Asphalt Pavement Core Study – Southern Geotechnical Consultants





2660 White Sulphur Road ♦ Gainesville, Georgia 30501
770.536.5220 phone ♦ office@southerngeotech.com

Geotechnical Engineering ♦ Special Inspections ♦ CMT ♦ Environmental Services

FINDINGS SUMMARY

To: Mr. Joey Murphy

From: Mr. Rodney Clark

Date: February 22, 2021

Re: Robin Ridge Drive, Joey Court and Tecca Court Pavement Evaluation
SGC Project No. 13040G, Report No. 81949

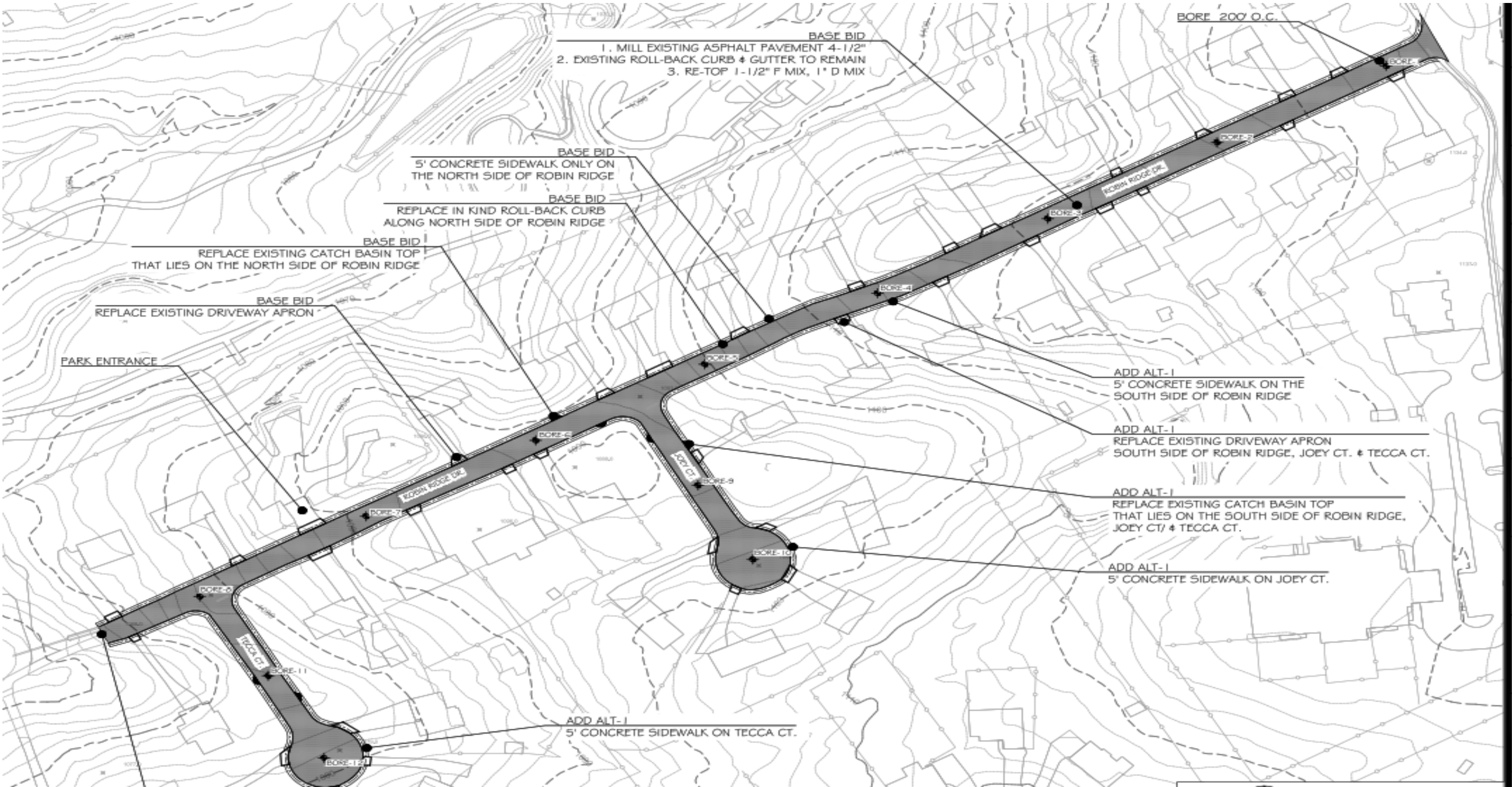
In an effort to help with the repaving process for the project, the following is a summary of our findings.

- As part of the evaluation, twelve areas of the existing roadway were cored. The pavement encountered was measured along with the underlying base, if encountered, and the condition of the soil subgrade.
- The existing roadways have been repaved several times and differentiating the layers of pavement was not possible. A total thickness of the pavement was measured.

TABLE 1 – PAVEMENT CORE SUMMARY

Core No.	Approximate Pavement Thickness, inches	Approximate Depth of Base Course, inches	Subgrade Condition
1	5	6½	Firm
2	4¾	6½	Firm
3	5½	6	Firm
4	5½	5½	Soft Upper Soils
5	5⅛	6	Firm
6	5	6½	Firm
7	5	6½	Firm
8	7	4½	Soft Upper Soils
9	4¼	6	Firm
10	8¾	4½	Soft Upper Soils
11	5	6	Firm
12	6	6	Firm

If you should have any questions concerning the findings, please call.



CORE LOCATION PLAN ROBIN RIDGE DRIVE, JOEY COURT AND TECCA COURT DACULA, GEORGIA	DATE: 02/22/2021	REPORT NO: 81949
	DRAWN BY: JRC	PROJECT NO.: 13040G
	HORIZ. SCALE: NTS	PLATE NO.: 1

TO: Mayor and City Council of the City of Dacula

FROM: Joey Murphy, City Administrator

DATE: March 26, 2021

SUBJECT: William Street Storm Drainage Survey, Design, and Permitting

BACKGROUND: The City of Dacula investigated drainage complaints made by residents in the area of 750 William Street. The subject property is located at the low point of the drainage basin. The area encompasses almost all of the residential lots along William Street and a portion of William Circle. Stormwater drains from the streets and residential lots into the roadside ditches and through driveway culverts before discharging down the existing drainage ditch along the property line between #750 and #754 William Street. The existing ditches have filled with sediment over time and do not have the original design capacity. In addition, many of the existing driveway culverts are half filled with sediment, which creates stormwater overtopping and/or stormwater crossing the road.

Since the low point along William Street occurs in the curve of the road and is upstream of the subject property, stormwater as previously described jumps out of the existing ditch, crosses the road, and drains down the driveway into yards and/or garages. The existing storm pipes and drainage ditches between the properties are not large enough to properly convey large storm events.

To mitigate the issue, the City proposes installing new storm sewer on the north side of William Street to collect stormwater before it reaches the curve. Storm sewer pipes and structures will be sized for storm events meeting current City regulations. Weir inlets will capture additional drainage not collected by the new headwalls. Storm sewer will be piped down the #750 and #754 property line to the rear of the subject property and discharge into the existing ditch. The subject ditch drains across the rear properties along William Street and then northwest into the stream buffer. This ditch will be analyzed to determine if improvements are necessary after the areas are surveyed.

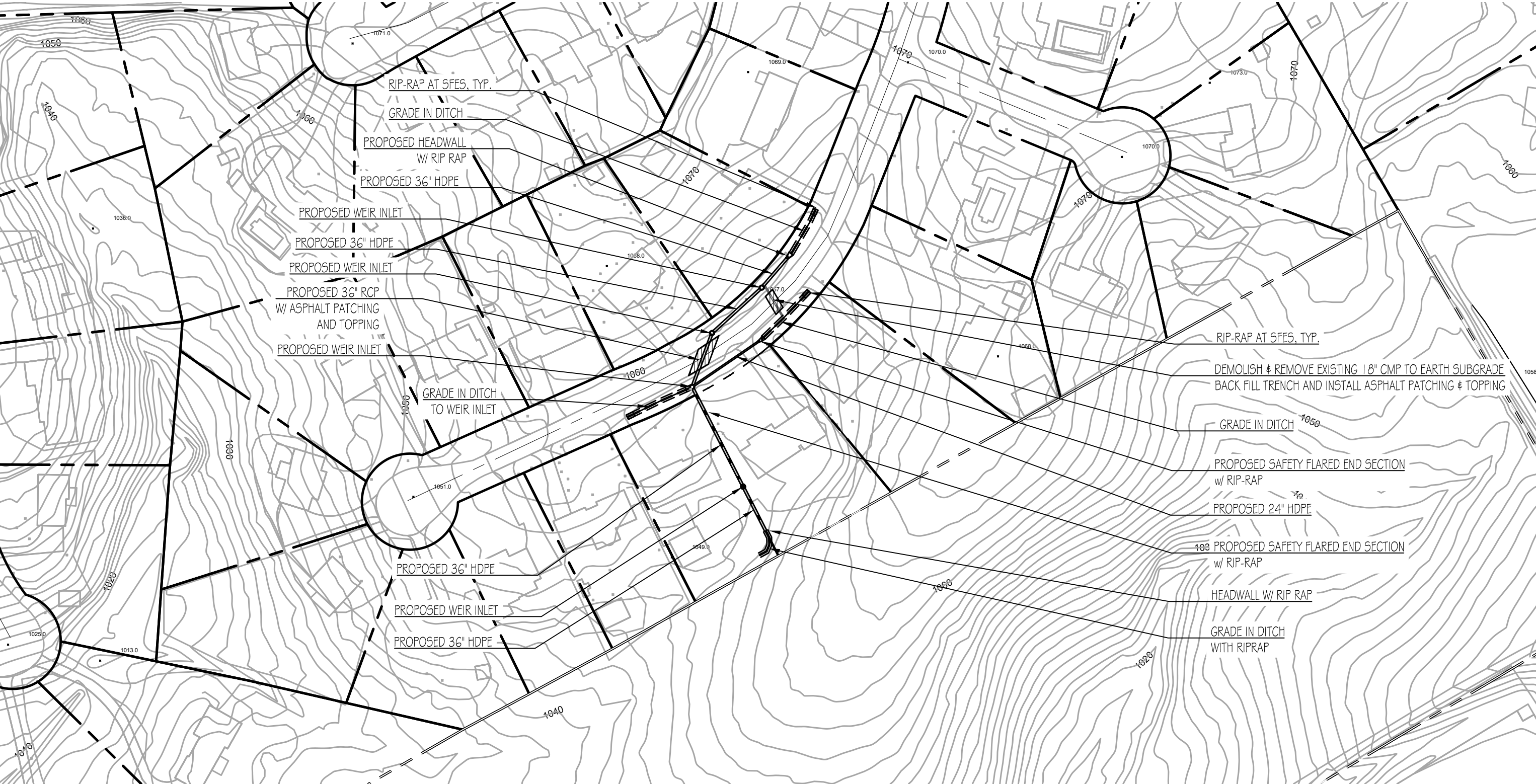
151
The existing ditches in front of #746 and #754 William Street will be regraded and new storm structures installed on the south side of William Street to collect stormwater. It will tie into the new storm system that crosses the road from the north side.

All disturbed areas will be permanently grassed with sod. Permanent drainage easements will need to be acquired by the City for the improvements.

The City requested a proposal from McFarland Dyer & Associates (MDA) to begin designing the storm drainage improvements project. The estimated cost of \$30,140 includes surveying, plan design, bidding, easement / right-of-way acquisition (if needed), and construction administration as outlined in the attached proposal. Staff requests approving MDA's proposal in the amount of \$30,140 for the stated services as provided. The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) of \$83,753. Monies for the project are available in 2017 SPLOST funds.

Best Regards,

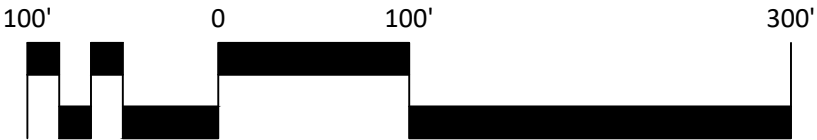
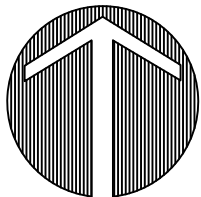
Joey Murphy, City Administrator



DACULA DRAINAGE ISSUE

OPTION #2

70 WILLIAM ST, DACULA, GEORGIA
OCTOBER 30, 2020



GRAPHIC SCALE (in feet)
1 INCH = 100 FT.



MCFARLAND-DYER & ASSOCIATES
4174 SILVER PEAK PARKWAY, SUWANEE, GEORGIA 30024
PHONE (770) 932-6550 FAX (770) 932-6551
WWW.GOMDA.NET

Opinion of Probable Construction Cost (OPCC)				Date: <i>January 27, 2021</i>		
City of Dacula #750 Williams St - Drainage Issue				Job #20-1009		
Activity	Quantity	Unit	Labor \$ or Lump Sum	Subtotal	Total	Misc. Notes
Demolition					\$ 7,440.00	
Traffic Control/Signage/Bonds	1	Ea	3,500.00	\$ 3,500.00		
Demolish & remove existng asphalt pavement	700	SF	4.00	\$ 2,800.00		
Demolish & remove existng drainage pipe	95	LF	12.00	\$ 1,140.00		
Storm Drainage/Repaving					\$ 58,300.00	
Site Grading/Backfill/Hauloff	1.00	LS	10,000.00	\$ 10,000.00		
Asphalt "F" Mix Surface Course 9.5 mm (1-1/2")	120.00	SY	28.00	\$ 3,360.00		
Asphalt Pavement Patch (Concrete)	40.00	CY	250.00	\$ 10,000.00		
Weir inlet	4	Ea	2,500.00	\$ 10,000.00		
Safety End Section Headwall (SFES)	2	Ea	1,500.00	\$ 3,000.00		
Concrete Headwall	1	Ea	2,500.00	\$ 2,500.00		
24" HDPE	84	LF	35.00	\$ 2,940.00		
36" HDPE	280	LF	45.00	\$ 12,600.00		
36" RCP	60	LF	65.00	\$ 3,900.00		
Erosion Control					\$ 4,058.69	
Silt Fence	404	Lf	2.50	\$ 1,010.00		
Temporary Grassing (Ds1,Ds2,Ds3)	0.03	Ac	1,500.00	\$ 48.69		
Sediment Trap/ Inlets	4	Ea	250.00	\$ 1,000.00		
Surge Stone Rip-Rap	50	Tn	40.00	\$ 2,000.00		
Landscape					\$ 3,030.00	
Grass Sod	4000.00	Sf	0.76	\$ 3,030.00		
Sub Total					\$ 72,828.69	
15% Construction Contingency					\$ 10,924.30	
GRAND TOTAL COST:					\$ 83,753.00	

*McFarland-Dyer, Inc. makes no guarantee as to the accuracy or inaccuracy of the figures above. These costs are for budgeting purposes only. All final costs are subject to change.

* All quantities listed are preliminary and approximate and shall be verified by the Contractor during Construction. No design work has been prepared.

* **Utility Modifications - Fire hydrant, valves and water/gas relocation, Power Pole relocation, etc. are not included in cost of OPCC.**

* Does not include costs for New Driveway Aprons, New Driveway Culverts, or Rock removal/demolition if encountered during ditch/slope grading.



McFARLAND-DYER & ASSOCIATES

4174 Silver Peak Parkway, Suwanee, GA 30024

OFFICE: 770-932-6550 FAX: 770-932-6551 WWW.GOMDA.NET

January 27, 2021

Mayor & Council
City of Dacula
 P.O. Box 400
 Dacula, GA 30019

RE: Job #20-1009
 #750 Williams Street Storm Drainage Improvements Project

Dear Mayor & Council:

McFarland-Dyer & Associates, Inc. (MDA) is pleased to offer this Proposal/Agreement for Engineering and Surveying Services for #750 Williams Street Storm Drainage Improvements Project. MDA will survey, verify right-of-way width, acquire any necessary storm drainage easements, and provide civil engineering design services to the City of Dacula in order to design and prepare construction drawings and specifications for the storm drainage improvements as described in the project referenced above.

Following site visits and meetings with City Staff we have prepared the following Scope of Services.

- I. **Survey Phase I (#750 Williams Street Survey Scope).....\$ 2,640.00**
- RHD Utility Locate Services.....\$ 500.00**

MDA will field survey each of the properties referenced above to provide the necessary topographic data for design.

- A. Survey and establish topographic elevations.
- B. Field locate visible and flagged utilities per RHD Utility Locate Services.
- C. Research to provide right-of-way and lot lines as required.

- II. **Design Phase\$ 16,000.00**

MDA will design and prepare one set of Construction Drawings and Specifications for #750 Williams Street Storm Drainage Improvements Projects which includes:

- A. Demolition Plan
- B. Site Layout Plan.
- C. Grading & Drainage Plan.
- D. Storm Drainage Profiles and Hydrology Calculations.
- E. Soil & Erosion Control Plans & Details.
- F. Construction Details.
- G. Specifications.

III. Bid Phase\$ 6,000.00

- A. Prepare Contract Bid Documents.
- B. Respond to Request for Information during the bid phase.
- C. Prepare addenda as required.
- D. Attend Bid Opening as the Owners Representative.
- E. Evaluate Bids.
- F. Award the Contract.

IV. Easement Phase (hourly, as required)

- A. Research, prepare, and secure easement agreements as required for each property in order to access and install storm drainage improvements.

V. Construction Administration Phase (hourly estimated)\$ 5,000.00

- A. Weekly Site Visits.
- B. Prepare Site Reports, if required.
- C. Review storm drainage and other submittals, Shop Drawings, RFIs, etc., as required.

The Scope of Services of this Proposal/Agreement is limited to those items outlined above. Services of any nature beyond those outlined above shall be performed as an Additional Service on an hourly fee basis per the attached fee schedule, plus reimbursable expenses at cost plus 10%. Invoices are due and payable within thirty days from date of invoice. McFarland-Dyer's Standard Terms and Conditions are attached herewith and become part of this Contract.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office. Upon your acceptance, this document shall serve as our Agreement for Basic Services and our Notice to Proceed. We appreciate the opportunity to serve you again and look forward to working with you. If you have questions or require additional information, please call. We are at your service.

Sincerely,

McFarland-Dyer & Associates, Inc.



Kevin D. Whigham, PE
Vice President

KDW/pal

P: 20-1009/Admin/20-1009 Williams Street - Engineering Proposal 01-27-2021

Accepted and Approved By: _____ Date: _____

Print Name: _____



STANDARD FEE SCHEDULE

HOURLY FEES

PRINCIPAL	\$ 200.00
SENIOR ASSOCIATE	\$ 170.00
PROJECT MANAGER	\$ 170.00
LANDSCAPE ARCHITECT	
Licensed	\$ 170.00
Unlicensed	\$ 120.00
ENGINEER	
Licensed	\$ 170.00
Unlicensed	\$ 120.00
PLANNER	
Senior Planner	\$ 150.00
DESIGNER/DRAFTER	\$ 115.00
CONTRACT ADMINISTRATOR	\$ 165.00
CONTRACT ADMINISTRATION	\$ 115.00
CLERICAL	\$ 95.00
FIELD SURVEY SERVICES	
Registered Land Surveyor.....	\$ 175.00
Survey Coordinator.....	\$ 135.00
Survey Technician	\$ 125.00
Field Crew (2-man)	\$ 170.00
Field Crew (3-man)	\$ 195.00
GPS.....	\$ 170.00
MUNICIPAL INSPECTION SERVICES	
Development Inspections (Residential or Commercial)	\$ 165.00
PERMITTING	\$ 115.00

Reimbursable expenses are billed in addition to fee quotes and hourly charges at cost plus 10% and include courier charges, express delivery charges, long distance communications, project fees (*including development, permit, or recording fees*), sub-consultants, reprographics, black line prints and similar expenses.

TERMS & CONDITIONS

- I. Reimbursable expenses are billed at cost plus ten percent (10%) in addition to fees and shall include such items as courier charges, overnight delivery (*Federal Express*) and blueprints. Any authorized additional services and reimbursable expenses will be invoiced separately on a monthly basis. Payment of each invoice will be due within thirty (30) days of receipt of the invoice.
- II. Unless otherwise noted, Additional Services include, but are not limited to: changes, revisions, and re-staking not initiated or caused by McFarland-Dyer & Associates, Inc. (MDA); areas of engineering practice outside our competency such as: geo-technical consultancy, investigations, determinations or recommendations; structural design or consultation; design of retaining walls over four (4) feet in height; flood studies of any kind; staking of flood hazard zones; specifications for or monitoring of construction techniques; construction management; professional services beyond those outlined such as: boundary or topographic surveying, "as-built" record surveys, construction "staking", utility surveys, offsite easement surveys; zoning actions, variances or modifications of any kind, Georgia EPD stream bank buffer variances; offsite utility extensions or improvements; Army Corp of Engineering permitting, local or state D.O.T. permitting, bid negotiations or "value engineering"; wetland determination or mitigation, or Comprehensive Monitoring Programs.
- III. In the event that Additional Services are required, MDA shall prepare a Supplemental Agreement outlining the Scope of Additional Services and fees for authorization by Client prior to commencement of such Additional Services.
- IV. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying and landscape architectural practices. No other guarantees, warranties or certifications are herein made or implied. MDA assumes no responsibility for interpretation made by others based upon the professional services outlined and provided herein.
- V. Client shall furnish or cause to be furnished any and all pertinent data relating to the development of the site including, but not limited to, previous surveys, previous site design engineering by others, geotechnical testing, architectural plans and specifications, zoning conditions, special reports or data relating to project conditions germane to final disposition of the project.
- VI. It is understood and agreed that MDA shall not be held responsible for any inaccuracies in any materials, data or otherwise, of any person, firm or agency which are provided by Client or other parties which may be utilized in the performance of the professional services outlined and provided herein.
- VII. All original drawings, specifications, surveys, notes, reports and calculations, being instruments of service, shall remain the sole property of MDA. No portion of MDA's documents or design concepts shall be copied by any means or reused without the written permission of MDA and appropriate compensation.
- VIII. In the event that the Project is any way materially changed as to the scope of the design, construction requirements, third party interests, sequence or timing MDA will prepare a Supplemental Agreement for Additional Services for execution by Client prior to commencement of such Additional Services.

- IX. In the event that the Project is terminated or abandoned, Client agrees to immediately pay all outstanding fees for services rendered to date.
- X. This Agreement becomes null and void if not accepted and executed, verbally or in writing, within thirty (30) calendar days from the date of the Agreement.
- XI. In the event that MDA has not been authorized to proceed within ten (10) calendar days from acceptance and execution of this Agreement or has been interrupted from proceeding, postponed or delayed for any reason through no fault of MDA for more than thirty (30) consecutive calendar days this Agreement may become null and void by the sole option of MDA.
- XII. The Scope of Basic Services and Fees of this Agreement are based upon MDA's best knowledge of sound design/engineering/planning principles and/or governmental regulations, design, development and construction requirements as of the date of this Agreement. In the event any substantive changes to such requirements occur beyond the date of this Agreement, this Agreement may become null and void at the sole option of MDA.
- XIII. In the event that either party fails to substantially perform their respective duties or responsibilities, the Agreement between Client and MDA may be terminated by ten (10) days written notice and all outstanding fees due MDA shall become immediately due and payable.
- XIV. The Client agrees to limit the Consultant's liability to the Client and all Contractors and Sub-Contractors on the project, due to breach of Contract, professional negligent acts, errors or omissions of the Consultant, to the sum of \$ 25,000 (twenty-five thousand dollars) or the Consultant's fee (whichever is greater.)

TO: Mayor and City Council of the City of Dacula
FROM: Joey Murphy, City Administrator
DATE: March 25, 2021
SUBJECT: Bid approval for Dacula City Hall ADA Upgrades

BACKGROUND: The City requested bids to provide quotes for the Dacula City Hall ADA Upgrades. The project scope includes: replacing curb ramps at the front of City Hall, providing a crosswalk from the parking lot to the front entrance, installing an ADA push button and LED surface mounted light fixtures for the front entrance, replacing the front reception countertop and supports, the copy room countertops and cabinetry, and the bathroom cabinetry, toilets, urinals, and sinks.

The bid results are as follows:

K-Team Engineering & Construction - \$88,855

The Macallan Group - \$122,392

Scott Contracting - \$123,045

Striker Contracting, LLC - \$125,413

Beatty Construction - \$125,800

Lichty Commercial Construction, LLC - \$126,999

Multiplex - \$170,000

The bid from K-Team Engineering & Construction did not include the entire scope of the project. As such, the next lowest bid (\$122,392) is \$64,530 over the opinion of probable construction cost (\$57,862). The bid process has revealed the true cost of this type of renovation in the nonresidential construction market. This is due to contractor demand in the construction industry and the increasing price of materials. Paul Hoover with Precision Planning Inc. is currently checking references and will make an official recommendation at the April 1, 2021 City Council meeting.

The Administrative Facilities category of the 2017 SPLOST will fund this project.

Best Regards,

Joey Murphy, City Administrator



March 24, 2021

Mr. Joey Murphy, City Administrator
City of Dacula
P.O. Box 400
Dacula, Georgia 30019
770-963-7451 Office
Joey.Murphy@DaculaGa.gov

**Re: Dacula City Hall ADA Upgrades
Bid Results**

Joey:

It is our understanding that this contract shall be awarded to the most qualified, responsive and responsible bidder submitting the lowest bid and complying with the bid documents.

The lowest bid received on March 18, 2021 was submitted by **K-Team Engineering & Construction (K-Team)** for **\$88,855.00**. In review of the submitted bids, we found K-Team to be significantly lower (\$33,537.00 or 27 percent) than the majority of the submitted bids. Of the seven (7) bids submitted, five (5) bids were within \$4,607.00 of each other (or 4 percent). We contacted K-Team to confirm they included all the required bid scope. We met with K-Team president Stanley Kim at the City Hall on Friday, March 19, 2021, and after some discussion he stated the bid did not include all the bid scope. Therefore, we recommend checking references of the second lowest submitted bid from The Macallan Group.

Once we have the references confirmed, we will issue a Bid Recommendation letter to the City. We request to have until the scheduled Council meeting on April 1, 2021 to provide the recommendation. The reference checks will take almost a week to contact and get confirmation of project performance on past projects.

Should you have any questions, or if there is any item that requires further clarification, please feel free to contact me at 770-338-8139.

Sincerely,

A handwritten signature in blue ink that reads 'Paul D. Hoover'.

Paul D. Hoover, RA
Project Manager

PDH/kb

G:\DOCUMENT\20\A20-041A Dacula City Hall Upgrades\Bid Phase\Bid Evaluation\Bid Results Letter 03-24-21.doc

Attachments: Bid Tabulation Sheet

Memorandum

To: City of Dacula Planning Commission/
City of Dacula Mayor and City Council

From: Brittni Nix, Director of Planning and Economic Development

Date: March 23, 2021

Subject: Rezoning Case: 2021-CD-RZ-02
Variance Case: 2021-CD-VAR-02

Proposed Zoning: M-1 (Light Manufacturing District)

Existing Zoning: PMUD (Planned Mixed-Use Development) &
C-2 (General Business District)

Size: 43.81 acres

Proposed Use: Warehouse / Distribution Facility

Applicant: Carter Acquisitions, LLC c/o Mahaffey Pickens Tucker, LLP
1550 N Brown Rd, Ste 125
Lawrenceville, Georgia 30043
770-232-0000

Owners:	Walton Georgia, LLC et al. 14614 N Kierland Blvd, Ste 120 Scottsdale, AZ 85254	Raul & Rose Mary Velasquez 1461 Marble Way Lawrenceville, GA 30043
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Location: LL 270 and 271 - 5th District

Existing Land Use and Zoning:

The subject property is located on the south side of Winder Highway / Highway 29, 0.21 miles +/- northeast of the Winder Highway and Stanley Road intersection. Winder Highway is considered a major arterial per the Gwinnett County Long Range Classification Map and Stanley Road is a dirt / gravel 30-foot prescriptive easement. The site contains two tracts; Tract 1 is undeveloped wooded land and Tract 2 contains a 946 square foot commercial / office structure.

Tract 1, parcel R5270-001, was zoned PMUD (Planned Mixed-Use District) in 2012 for a multi-use development including a hotel, conference center, office / commercial, and attached

residential. Tract 2, parcel R5271-009, was legislatively annexed in 2014 and zoned C-2 (General Business District) under the City's zoning districts.

Properties zoned C-2 (General Business District) are adjacent to the north and across Winder Highway to the northwest. Land zoned PMUD (Planned Mixed-Use District) is adjacent to the east and across Stanley Road to the south and southwest.

The Proposed Development:

The applicant has requested to rezone 43.81-acres of PMUD (Planned Mixed-Use Development) and C-2 (General Business District) zoned property to M-1 (Light Manufacturing District) for an 181,500 +/- square foot distribution facility.

The applicant has proposed realigning Stanley Road to relocate access farther from the SR 316 and Winder Highway intersection to minimize traffic impact and increase sight distance. Stanley Road would be converted to a 3-lane road with a devoted center turn lane and four (4) access drives directly to the site. An additional access point on Winder Highway has been proposed and would be limited to right-out traffic only. The proposed 1,134 parking spaces (car, delivery van, and trailer) and 197 staging and loading spaces exceeds the City requirements (Article XI, Section 1102 - 1103). Furthermore, the concept plan is compliant with the District's setback requirements (Article IX, Section 908).

The M-1 (Light Manufacturing District) imposes a 40-foot maximum building height (Section 908(A)). The applicant has requested a variance to allow for a 50-foot building, a 25% increase, on the property. Adverse impact onto neighboring or nearby properties would not be expected from this request as the building is removed from Winder Highways' road frontage (750 feet +/-) and is centered on the site.

The City of Dacula's 2019 Comprehensive Plan labels the subject property as Regional Mixed Use on the Future Land Use Map. Regional Mixed Use is defined as "large-scale (Over 100,000 square feet) activity centers with commercial retail, office and employment, and higher density land uses... designed to accommodate automobile accessibility and large volumes of access and egress traffic" (The City of Dacula, Georgia 2019 Comprehensive Plan, page 7.13). Warehousing / distribution is a listed allowed land use and, as such, is compatible with the Regional Mixed Use designation specified in the Comprehensive Plan.

Summary:

The subject site would be ideal for a distribution center as it is located on Winder Highway (major arterial road) with close proximity to SR 316. Approving M-1 (Light Manufacturing District) zoning for a distribution center at the subject location would be consistent with the commercial / industrial nature of Winder Highway and the City's Future Land Use Map designation. Considering the foregoing, the Department hereby recommends the requested

M-1 (Light Manufacturing District) zoning and building height variance be approved with conditions.

Comprehensive Plan:

The subject parcel is designated as Regional Mixed Use on Dacula's 2030 Future Land Use Map in the City of Dacula Comprehensive Plan.

The analysis of the application should be made based upon the "Standards Governing Exercise of the Zoning Power" as stated in Section 1702 of The 2000 Zoning Resolution of the City of Dacula.

1. Whether the proposed rezoning and variance will permit a use that is suitable in view of the use and development of an adjacent and nearby property?

The proposed distribution center could be considered suitable considering the commercial / industrial nature of Winder Highway.

2. Whether the proposed rezoning and variance will adversely affect the existing use or usability of adjacent or nearby properties?

With the recommended conditions, adverse impacts on adjacent / nearby properties would be minimized.

3. Whether the property to be affected by the proposed rezoning and variance has a reasonable economic use as currently zoned?

Yes, the property has reasonable economic use as currently zoned.

4. Whether the proposed rezoning and variance will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

With the recommended conditions, excessive and burdensome use of existing streets, transportation facilities, or utilities would be minimized. There is no anticipated impact to the schools.

5. Whether the proposed rezoning and variance is in conformity with the policy and intent of the Land Use Plan?

The requested M-1 zoning is consistent with the Regional Mixed Use designation of the 2030 Future Land Use Map, which indicates the requested M-1 zoning should be approved.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning?

The subject location is well suited for a distribution center considering the access provided to major roadways that connect to the regional area and the consistency with the Regional Mixed Use designation per the 2030 Future Land Use Map. Furthermore, the proposed distribution center could be considered a less intense land use than the Planned Mixed Use Development approved on-site.

Recommendation:

*The Department notes the **Planning Commission unanimously recommended approval with conditions** at the Public Hearing on March 29, 2021.*

Based upon the application, the requested rezoning and variance are recommended for **approval with the following conditions.**

Transportation / Infrastructure

- 1.A. All new utility lines shall be located underground. The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure.
- 1.B. Sidewalks shall be required adjacent to Winder Highway right-of-way. The sidewalk location shall be reviewed and approved by the City of Dacula and Georgia Department of Transportation. Sidewalks shall be required adjacent to both sides of the full length of the relocated Stanley Road improvements. The location of sidewalks shall be reviewed and approved by the Gwinnett County D.O.T. and City of Dacula.
- 1.C. Sidewalks shall be constructed with an additional 2-foot by 8-foot pad approximately every 300 linear feet to accommodate future pedestrian amenities such as benches, planters, and trash containers adjacent to the Winder Highway right-of-way. All such required amenities shall be decorative, commercial-quality fixtures. Sidewalk design and placement of any of these amenities shall be reviewed and approved by the City of Dacula, Gwinnett County D.O.T. or Georgia Department of Transportation depending on who owns the subject right-of-way.
- 1.D. Provide decorative light poles / fixtures along Winder Highway right-of-way. Streets lights shall be staggered, 150 feet on-center. All street lighting shall be subject to review and approval of the City of Dacula, Gwinnett County D.O.T or Georgia Department of Transportation depending on who owns the subject right-of-way. Where applicable, streetlights shall be placed adjacent to required pedestrian amenity sidewalk pads. The property owner shall be responsible for street light maintenance and lighting fees. Light fixtures which are utilized shall be as follows:
 - Fixture Head Pole Type (Streetlight)

-Max. Pole Height = Cobra Head Fluted (Black) 40 ft. or Cobra Head Smooth (Black) 40 ft.

- 1.E. A sign prohibiting truck access beyond the southeastern corner of the site shall be required adjacent to the Stanley Road right-of-way / dedicated easement at the end of the proposed Stanley Road improvements.
- 1.F. Access onto Winder Highway must meet Georgia Department of Transportation standards. The Stanley Road relocation and improvements must meet current Gwinnett County D.O.T. standards under the Gwinnett County Unified Development Ordinance (UDO) and be dedicated to Gwinnett County as right-of-way. Proposed access on Stanley Road must meet the minimum spacing requirements of the Gwinnett County UDO. The property owner / developer must coordinate with the Winder Highway & SR 316 interchange Project Manager(s) to ensure the relocation of Stanley Road does not interfere with the interchange.
- 1.G. A Traffic Impact Study shall be provided prior to the issuance of a development permit. Prior to the issuance of the first certificate of occupancy, the applicant shall make any improvements recommended by the traffic impact study, provided the improvements are approved by the City of Dacula, Gwinnett County D.O.T. and Georgia Department of Transportation respectively. All design and construction will be subject Gwinnett County D.O.T. and Georgia Department of Transportation review and approval.

Landscaping Requirements

- 2.A. Provide landscaped islands throughout all surface parking areas as required by the Dacula Buffer, Landscape and Tree Ordinance.
- 2.B. Provide a minimum ten-foot wide landscaped strip adjacent to the Winder Highway right-of-way and the full length of the relocated Stanley Road improvements on both sides. At least 50% of plantings shall consist of trees 3-inches in caliper (dbh) or greater. Type and size of plantings shall be in compliance with the Dacula Buffer Landscape and Tree Ordinance.
- 2.C. Provide non-ornamental shade trees spaced 50-feet on-center or grouped at 120-feet on-center along the Winder Highway right of way. All street trees shall be a minimum 4-inch caliper (dbh) at the time of planting. Street trees shall be planted six-feet from back-of-curb subject to review and approval of the City of Dacula, Georgia, or Gwinnett Department of Transportation depending on who owns the subject right-of-way.

Street trees shall be of one or a combination of the following species:

1. Willow Oak
2. Overcup Oak

- 3. Nuttall Oak
- 4. Pin Oak
- 5. Shumard Oak
- 6. Lacebark Elm
- 7. Japanese Zelkova

2.D. All trash dumpsters shall be screened by an enclosure using the same exterior building material as the adjacent occupied buildings. Pickup shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday. Dumpster enclosures shall remain closed, locked, and in good repair at all times.

2.E. Natural vegetation shall remain on the property until issuance of a development permit.

Parking / Yard, Height & Setback

3.A. A parking lot landscape plan shall be submitted to the City for approval. At a minimum, the landscape plan shall include the monument sign location and should insure that each parking island / strip will have a minimum of two (2) ornamental shade trees. All parking area trees shall be a minimum of 3-inch dbh caliper.

3.B. Parking lot and security lighting shall be directed in towards the property so as to minimize the adverse impact on neighboring properties.

Signage, Temporary Uses, & Peddling

4.A. Oversized signs or billboards shall not be permitted.

4.B. One ground sign shall be permitted. The ground sign shall be monument type only with indirect lighting. Ground sign shall be limited to a single monument-type sign with brick, stone, stucco, wood or metal consistent with the architecture and exterior treatment of the building at least 2 feet in height. Neon or self-illuminating ground signs shall be prohibited.

4.C. Blinking, exposed neon, portable, inflatable and temporary signage shall be prohibited.

4.D. Peddlers shall be prohibited.

- 4.E. Live human advertisement shall be prohibited within the subject area. To include, but not necessarily be limited to, sign spinners, twirlers, dancers, clowns, and / or other similar temporary advertising methods commonly provided by costumed or animated humans.
- 4.F. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site without appropriate permit(s). No decorative balloons or hot-air balloons shall be displayed on the site.

Architectural Design

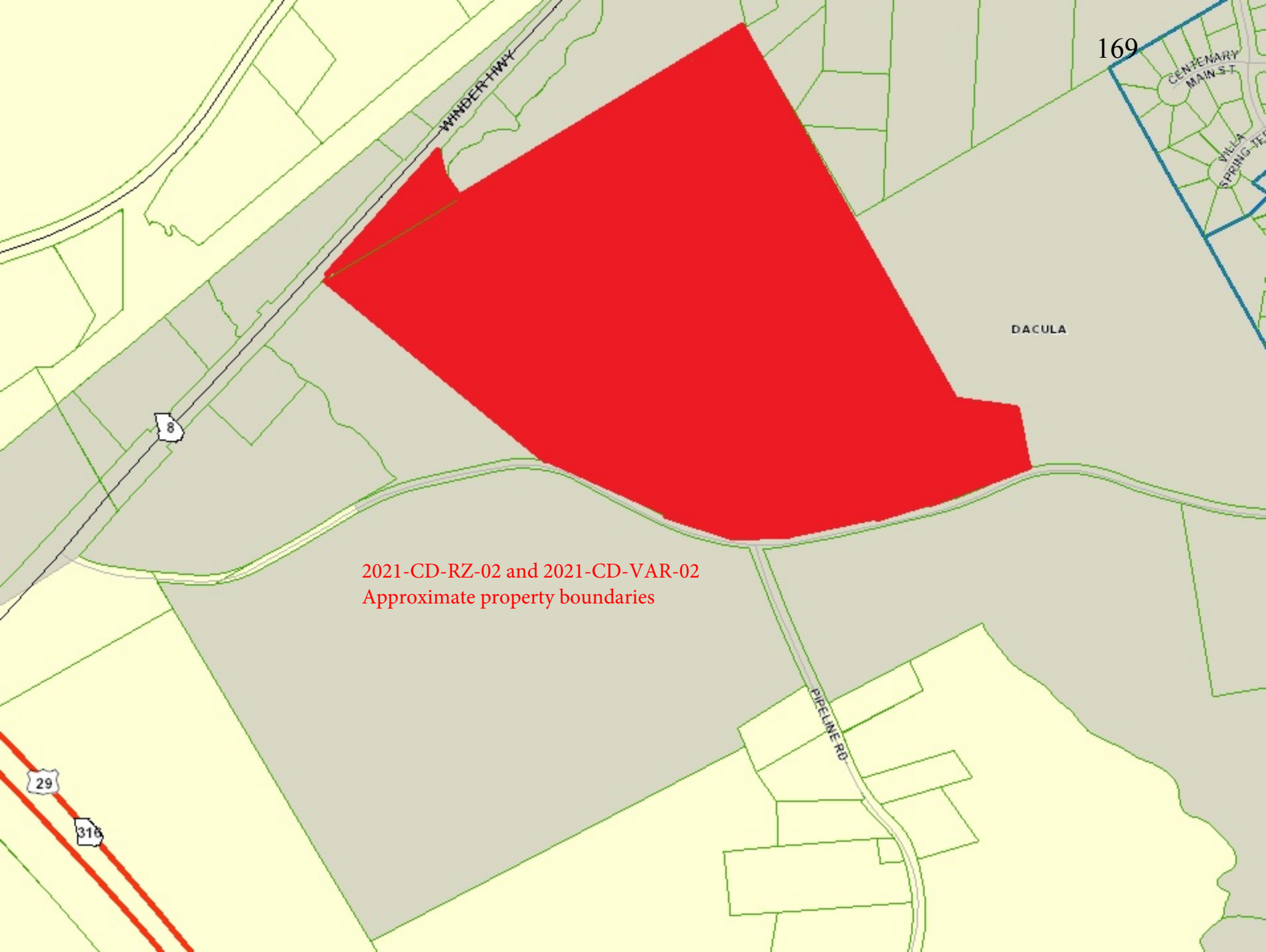
5.A. Architectural design should comply with the following performance guidelines:

- (1) Building facades shall be of architectural treatments of glass and / or brick, stone, stucco, or tilt-up concrete subject to review and approval of the City of Dacula.
- (2) Contrasting accent colors of any wall, awning or other feature (other than dark green or brick red) shall be limited to no more than 15% of the total area for any single facade.
- (3) Buildings shall incorporate live plant material growing immediately in front of or on the building.
- (4) All mechanical, HVAC and like systems shall be screened from street level view (within 300 feet) on all sides by an opaque wall or fence of brick, stucco, split-faced block or wood.
- (5) Any accessories provided such as railings, benches, trash receptacles and / or bicycle racks shall complement the building design and style.
- (6) Walls visible from roadways or parking areas shall incorporate changes in building material / color.

General

- 6.A. The property shall be developed in accordance with the conceptual site plan prepared by Kimley Horn entitled Industrial Rezoning Site Plan, received on March 22, 2021. Any substantial deviation from the approved conceptual plan and / or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.
- 6.B. A building height variance is granted to allow the principle building on-site a maximum

height of 50 feet.



169

CENTENARY
MAIN ST
VILLA
SPRING TWP

WINDER TWP

DACULA

PIPELINE RD

2021-CD-RZ-02 and 2021-CD-VAR-02
Approximate property boundaries

8

29

318



City of Dacula
P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

REZONING/ CHANGE OF CONDITIONS/ SPECIAL USE PERMIT APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF DACULA, GEORGIA.
(Please Type or Print using BLACK INK)

APPLICANT *	PROPERTY OWNER *
NAME <u>Carter Acquisitions, LLC c/o Mahaffey Pickens Tucker, LLP</u>	NAME <u>Multiple--see attached</u>
ADDRESS <u>1550 N Brown Rd, Ste 125</u>	ADDRESS _____
CITY <u>Lawrenceville</u>	CITY _____
STATE <u>Georgia</u> ZIP <u>30043</u>	STATE _____ ZIP _____
PHONE <u>770 232 0000</u> FAX <u>678 518 6880</u>	PHONE _____ FAX _____

APPLICANT IS THE:

- ☐ OWNER'S AGENT
☐ PROPERTY OWNER
☒ CONTRACT PURCHASER

* Include any person having a property interest
and/or a financial interest in any business entity having
property interest (use additional sheets if necessary).

CONTACT PERSON Shane M. Lanham, attorney for the Applicant

COMPANY NAME Mahaffey Pickens Tucker, LLP

ADDRESS 1550 N Brown Rd, Ste 125

Lawrenceville, GA 30043

PHONE 770 232 0000 FAX 678 518 6880

PRESENT ZONING DISTRICT(S) PMUD & C-2 REQUESTED ZONING DISTRICT M-1

LAND LOT(S) 270 & 271 PARCEL # 5270 001 & 5271 009 DISTRICT(S) 5 ACREAGE +/- 43.81

PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED _____

Industrial Warehouse/Distribution Facility

RESIDENTIAL DEVELOPMENT:

NO. OF LOTS/DWELLINGS UNITS NA

DWELLING UNIT SIDE (SQ. FT.) NA

NON-RESIDENTIAL DEVELOPMENT:

NO. OF BUILDINGS/LOTS 1/1

TOTAL GROSS SQ. FEET +/- 181,500

LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

*** PLEASE ATTACH A "LETTER OF INTENT" EXPLAINING WHAT IS PROPOSED and
TYPED "LEGAL DESCRIPTION" OF PROPERTY TO BE AMENDED ***

CASE NUMBER 2021-CD-KZ-02



P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

APPLICATION

City Council

- ☐ Waivers
☒ Variance

Staff Approval Only

- ☐ Modifications

(Please Type or Print using BLACK INK)

APPLICANT *	PROPERTY OWNER *
NAME <u>Carter Acquisitions, LLC c/o Mahaffey Pickens T</u>	NAME <u>Multiple--see attached</u>
ADDRESS <u>1550 North Brown Road, Suite 125</u>	ADDRESS _____
CITY <u>Lawrenceville</u>	CITY _____
STATE <u>Georgia</u> ZIP <u>30043</u>	STATE _____ ZIP _____
PHONE <u>770 232 0000</u> FAX <u>678 518 6880</u>	PHONE _____ FAX _____

APPLICANT IS THE:

- ☒ OWNER'S AGENT
☐ PROPERTY OWNER

** Include any person having a property interest and/or a financial interest in any business entity having property interest (use additional sheets if necessary).*

CONTACT PERSON Shane M. Lanham, attorney for the Applic
COMPANY NAME Mahaffey Pickens Tucker, LLP
ADDRESS 1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
PHONE 770 232 0000 FAX 678 518 6880

PRESENT ZONING DISTRICT(S) PMUD & C-2 LAND LOT(S) 270 & 271 DISTRICT(S) 5
ADDRESS OF PROPERTY Stanley Road @ Winder Highway ACREAGE +/- 43.81

Describe your request in detail and state justification/hardship: _____

Please see attached Letter of Intent

(Attach additional sheets if necessary)

HAS THE APPLICANT FILED ANY OTHER APPLICATIONS FOR THIS PROPERTY WITHIN THE PAST 12 MONTHS ? ☐ Yes ☒ No

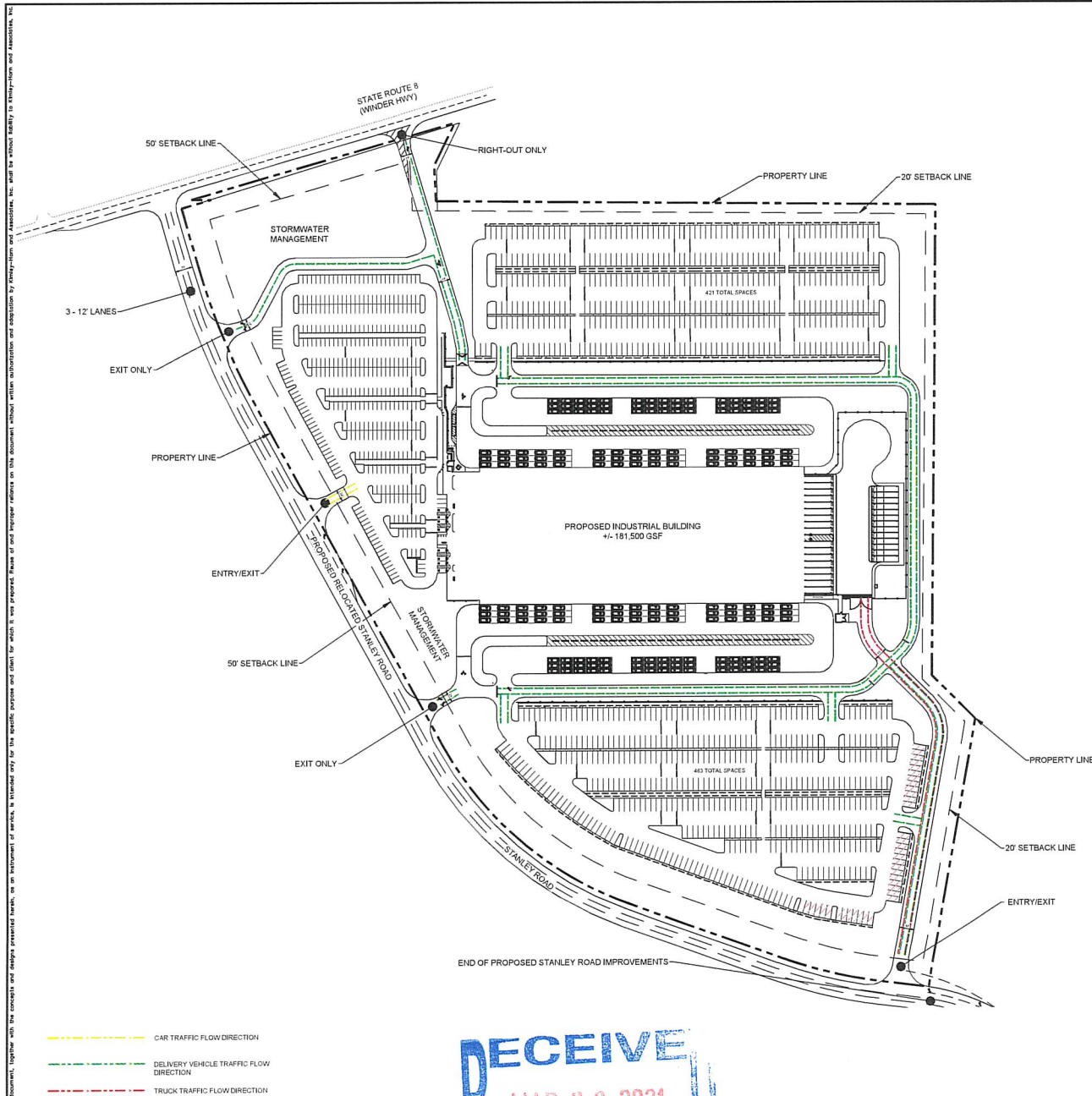
If Yes, please describe: (Rezoning application filed concurrently)

(Attach additional sheets if necessary)

LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

*** PLEASE ATTACH A "LETTER OF INTENT" EXPLAINING REQUEST and
TYPED "LEGAL DESCRIPTION" OF PROPERTY TO BE AFFECTED ***

CASE NUMBER: 2021-CD-VAR-02

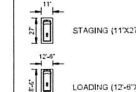


Zoning Summary Chart (AHJ = City of Dacula)			
Zoning District:	PMUD/C3 - Planned Mixed Use/General Business District		
Proposed Use:	INDUSTRIAL WAREHOUSE/DISTRIBUTION PROJECT		
Zoning Regulation: (Use Area)	ZONING DISTRICT: PMUD/C3	PROPOSED: M1	Compliant
Minimum Lot Size	NONE	43.81 ACRE (1,908,559 SF)	Y
Minimum Front Yard Setback	50 FT (MINOR STREET); 50 FT (MAJOR STREET)	50 FT (MINOR STREET); 50 FT (MAJOR STREET)	Y
Minimum Rear Yard Setback	20 FT	20 FT	Y
Minimum Side Yard Setback	20 FT	20 FT	Y
Maximum Improved Lot Coverage	—	—	Y
Maximum Building Coverage	—	—	Y
Minimum Lot Width	40 FT	100 FT	Y
Minimum Lot Depth	NONE	NONE	Y
Maximum FAR	—	—	Y
Maximum Building Height	40 FT	40 FT	Y

PARKING CALCULATIONS		
CATEGORY	PROVIDED	
CAR SPACES	237	INCLUDES 8 ADA SPACES
DELIVERY VEHICLE SPACES	684	
STAGING AND LOADING SPACES	160	
TRUCK LOADING DOCK SPACES	17	
TRAILER PARKING SPACES	13	

PARKING LEGEND

DELIVERY VEHICLE PARKING



SITE NOTES

- EXISTING CONDITIONS HEREIN ARE FROM AERIAL MAPPING AND GIS.
- STANLEY ROAD RELOCATION FROM GDOT FILE PROVIDED BY THE CLIENT DATED OCTOBER 2020.
- THIS CONCEPT WAS PREPARED STRICTLY BASED UPON THE INFORMATION REFERENCED ABOVE AND A PRELIMINARY REVIEW OF THE MUNICIPAL ZONING AND LAND DEVELOPMENT REQUIREMENTS. THIS SITE PLAN IS NOT INTENDED FOR CONSTRUCTION AND SHOULD NOT BE USED FOR THAT PURPOSE.
- THE FEASIBILITY OF SECURING THE REQUISITE LOCAL, COUNTY AND STATE AGENCY APPROVALS NECESSARY TO PERMIT THE PROPOSED DEVELOPMENT PROGRAM CANNOT BE ASSESSED AT THIS TIME DUE TO THE PRELIMINARY NATURE OF THE AVAILABLE INFORMATION. THIS PLAN IS NOT INTENDED TO BE USED FOR DETAILED ZONING ANALYSIS AND THE INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE UPON THE COMPLETION OF ADDITIONAL DUE DILIGENCE EFFORTS, WHICH MAY INCLUDE MEETING WITH THE JURISDICTIONAL AGENCIES.

GRAPHIC SCALE IN FEET
0 50 100 200



FOR REVIEW

DATE

BY

Kimley-Horn

1125 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30005
WWW.KHENVISION.COM

N/A PROJECT
TED
SCALE AS SHOWN
DRAWN BY
CHECKED BY

INDUSTRIAL
REZONING
SITE PLAN

811
Have a business?
Call before you dig.

INDUSTRIAL PROJECT
GWINNETT COUNTY DEVELOPMENT
15401 GWINNETT COUNTY
GWINNETT COUNTY

SHEET NUMBER
SITE PLAN

RECEIVED
MAR 22 2021
BY: BN

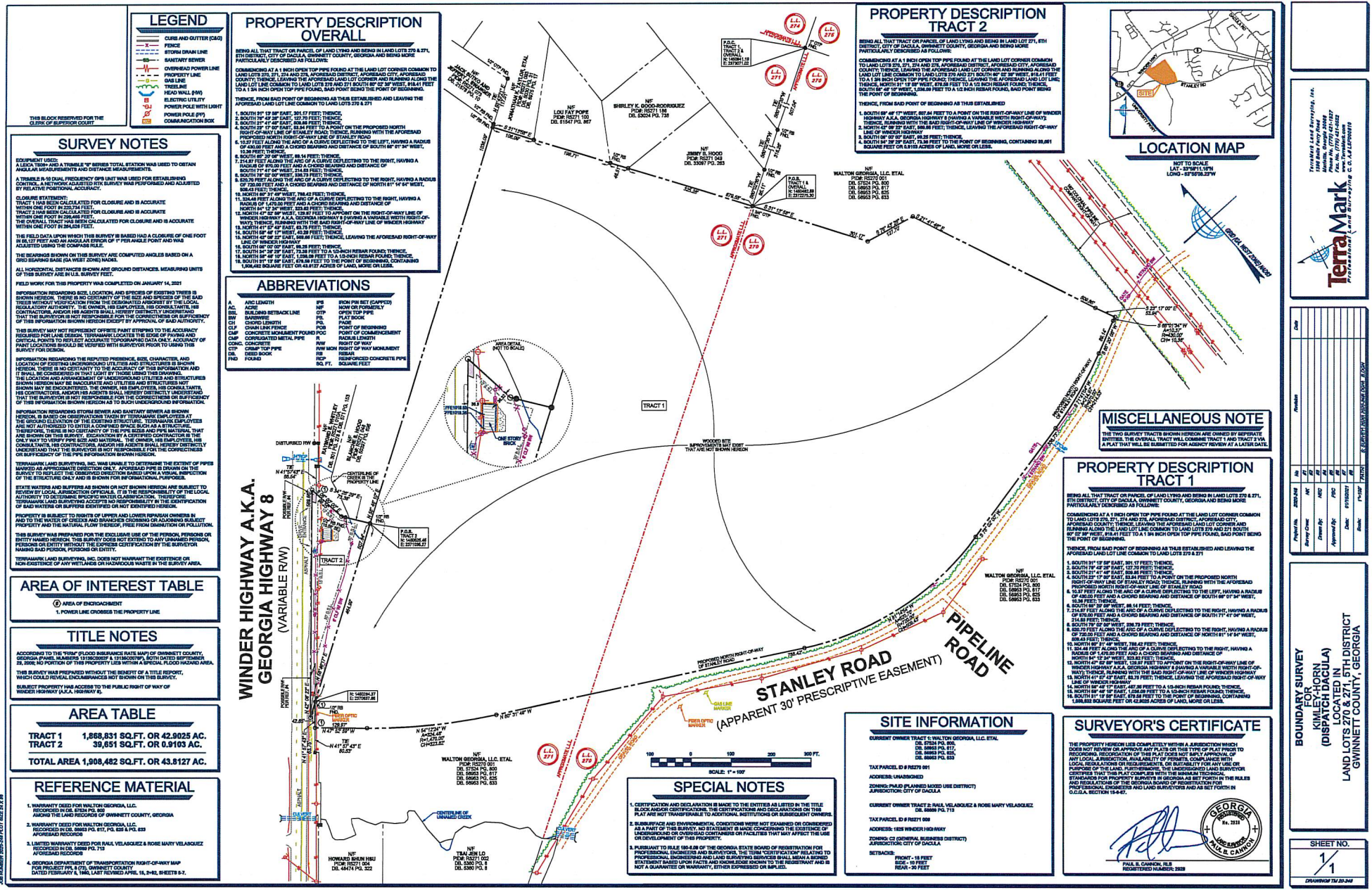
PROPERTY DESCRIPTION "Overall"

Being all that tract or parcel of land lying and being in Land Lots 270 & 271, 5th District, City of Dacula, Gwinnett County, Georgia and being more particularly described as follows:

COMMENCING at a 1 inch open top pipe found at the Land Lot Corner common to Land Lots 270, 271, 274 and 275, aforesaid District, aforesaid City, aforesaid County; thence, leaving the aforesaid Land Lot Corner and running along the Land Lot Line common to Land Lots 270 and 271 South 60° 02' 35" West, 918.41 feet to a 1 3/4 inch open top pipe found, said point being the **POINT OF BEGINNING**.

Thence, from said **POINT OF BEGINNING** as thus established and leaving the aforesaid Land Lot Line common to Land Lots 270 & 271

1. South 31° 13' 58" East, 301.17 feet; thence,
2. South 76° 43' 26" East, 127.70 feet; thence,
3. South 21° 41' 46" East, 509.85 feet; thence,
4. South 23° 17' 00" East, 53.94 feet to a point on the proposed north right-of-way line of Stanley Road; thence, running with the aforesaid proposed north right-of-way line of Stanley Road
5. 10.37 feet along the arc of a curve deflecting to the left, having a radius of 430.00 feet and a chord bearing and distance of South 66° 01' 34" West, 10.36 feet; thence,
6. South 65° 20' 08" West, 89.14 feet; thence,
7. 214.97 feet along the arc of a curve deflecting to the right, having a radius of 970.00 feet and a chord bearing and distance of South 71° 41' 04" West, 214.53 feet; thence,
8. South 78° 02' 00" West, 336.73 feet; thence,
9. 520.70 feet along the arc of a curve deflecting to the right, having a radius of 720.00 feet and a chord bearing and distance of North 81° 14' 54" West, 509.43 feet; thence,
10. North 60° 31' 49" West, 788.42 feet; thence,
11. 324.48 feet along the arc of a curve deflecting to the right, having a radius of 1,470.00 feet and a chord bearing and distance of North 54° 12' 24" West, 323.82 feet; thence,
12. North 47° 52' 59" West, 129.97 feet to appoint on the right-of-way line of Winder Highway a.k.a. Georgia Highway 8 (having a variable width right-of-way); thence, running with the said right-of-way line of Winder Highway
13. North 41° 57' 43" East, 63.75 feet; thence,
14. South 58° 46' 17" West, 40.29 feet; thence,
15. North 42° 08' 22" East, 569.66 feet; thence, leaving the aforesaid right-of-way line of Winder Highway
16. South 06° 00' 00" East, 99.25 feet; thence,
17. South 34° 26' 29" East, 73.38 feet to a 1/2-inch rebar found; thence,
18. North 58° 46' 10" East, 1,038.09 feet to a 1/2-inch rebar found; thence,
19. South 31° 13' 58" East, 679.58 feet to the **POINT OF BEGINNING**, containing 1,908,482 square feet or 43.8127 acres of land, more or less.



Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
W. Brady Hughes

Shane M. Lanham
Austen T. Mabe
Jeffrey R. Mahaffey
Steven A. Pickens
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

COMBINED LETTER OF INTENT FOR REZONING AND VARIANCE
APPLICATIONS OF CARTER ACQUISITIONS, LLC

Mahaffey Pickens Tucker, LLP submits the attached rezoning application (the "Application") on behalf of Carter Acquisitions, LLC (the "Applicant"), relating to a proposed development on an approximately 43.81-acre tract of land (the "Property") located along Stanley Road near its intersection with Winder Highway (U.S. Route 29). The Property is currently split-zoned PMUD and C-2 and is largely undeveloped. A single small building is present on the Property along the Winder Highway frontage. The Applicant proposes to rezone the Property to the M-1 zoning classification in order to develop the Property for a Class-A office warehouse/distribution use. The proposed development would include a single building containing approximately 181,500 square feet as depicted on the site plan (the "Site Plan") submitted with the Application.

The subject Property is adjacent and located in close proximity to land zoned for industrial and commercial land uses. Winder Highway is generally characterized by a mix of manufacturing, distribution, and commercial land uses. Nearby and adjacent land is zoned C-2, M-1, and PMUD. Accordingly, the proposed development is compatible with those existing land uses and zoning classifications. The proposed development is also compatible with the policy and intent of the City of Dacula 2030 Comprehensive Plan and the 2030 Comprehensive Plan 2019 Update (together, the "Comp Plan") which designate the Property as within the Regional Mixed-Use Character Area. Land use policies for this area encourage large scale "warehousing\distribution" uses, especially along major transportation corridors. Specifically, the Comp Plan provides that "Regional Mixed-Use areas are designed to accommodate automobile accessibility and large volumes of access and egress traffic and parking in order to serve a large market area." Further, the Regional Mixed-Use area provides "opportunities for large scale retail, residential, and employment uses close to State Route 316, Winder Highway (State Route 8 / US 29), Sugarloaf Parkway, and the CSX Railroad."

As depicted on the Site Plan, the proposed development would include a single, approximately 181,500 square foot office warehouse/distribution facility with associated parking and delivery areas. The Applicant is proposing to provide fifty-foot wide building setbacks along

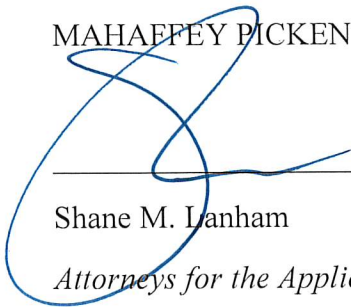
the rights-of-way of Stanley Road and Winder Highway as well as 20-foot wide building setbacks along the external property lines along the boundary with adjacent property. The Applicant is proposing to realign Stanley Road as depicted on this site plan to provide better access for the Property and surrounding area. The proposed development would include an access driveway on Winder Highway as well as four driveways on Stanley Road. Due to the physical layout of the property and other factors and site constraints, the proposed building would be up to fifty feet tall. A strict application of the zoning ordinance to the Property would impose an unnecessary hardship on the owner without substantial benefit to the public welfare and relief, if granted, would not impair the use or usability of adjacent or nearby property and would not be opposed to the spirit and intent of the zoning ordinance of the City of Dacula. Accordingly, the Applicant is requesting a variance from the requirements of the zoning ordinance in order to increase the allowable building height to fifty feet and construct the building as proposed. The proposed building would include attractive architectural elements and building design as depicted in the building renderings/photographs submitted with the Application. The proposed building would include concrete tilt-up walls with high-quality architectural elements, such as articulated parapets, and attractive glass treatments near the main office entrance. The proposed development would also represent a major investment in the City of Dacula and a significant economic development project which will support future growth in the area.

The proposed development is compatible with existing land uses and zoning classifications of the surrounding area, is in line with the policy and intent of the Comp Plan, and is an appropriate land use due to the Property's proximity to major transportation corridors including Winder Highway, University Parkway (State Route 316), and Sugarloaf Parkway. The Applicant welcomes the opportunity to meet with staff of the City of Dacula Planning & Zoning to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

This 8th day of January, 2021.

Respectfully Submitted,

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham

Attorneys for the Applicant

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

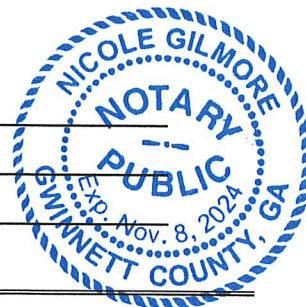
Signature of Applicant _____

Date _____

Type or Print Name/Title _____

Notary Public _____

Date _____

**PROPERTY OWNER CERTIFICATION**

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner _____

Date _____

Type or Print Name/Title _____

Notary Public _____

Date _____

FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

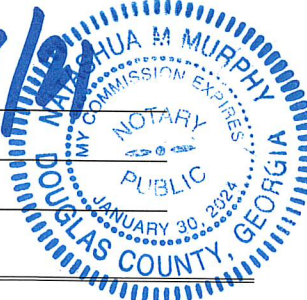
SIGNATURE _____ DATE _____

STIPULATIONS _____

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant *STJ* Date *2/8/21*
 Type or Print Name/Title R. Scott Taylor, Jr.
 Authorized Signatory
 Notary Public *Natasha M. Murphy* Date *2/8/21*


PROPERTY OWNER CERTIFICATION

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner _____ Date _____
 Type or Print Name/Title _____
 Notary Public _____ Date _____

FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

.....

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

PROPERTY OWNER LIST

Name	Address	Parcel
Velasquez, Raul & Rose Mary	1461 Marble Way, Lawrenceville, GA 30043	5271 009
Walton Georgia, LLC et al.	14614 N Kierland Blvd, Ste 120, Scottsdale, AZ 8554	5270 001

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant _____ Date _____

Type or Print Name/Title _____

Notary Public _____ Date _____

PROPERTY OWNER CERTIFICATION

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner SEE ATTACHED _____ Date _____

Type or Print Name/Title _____

Notary Public _____ Date _____

FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

.....

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

Signed, Sealed and Delivered in the Presence of:

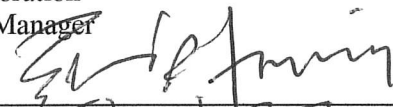
Walton Georgia, LLC, a Georgia limited liability company, on behalf of itself in its capacity as owner and on behalf of all other owners in its capacity as manager, operator or agent, as applicable


 Notary Public
 My Commission Expires: 6/16/21

[AFFIX NOTARY SEAL]



By: Walton International Group, Inc., a Nevada corporation
 Its: Manager

By: 
 Name: Edward R. Fleming
 Title: VP
 Date: January 15, 2021

Handwritten notes:
 FLS:
 F455-236-
 67-004-0

APPLICANT CERTIFICATION

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Signature of Applicant _____ Date _____

Type or Print Name/Title _____

Notary Public _____ Date _____

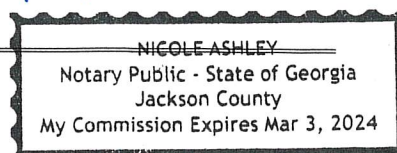
PROPERTY OWNER CERTIFICATION

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Signature of Property Owner Rose M. Velasquez Date 01/11/2021

Type or Print Name/Title Rose M. Velasquez

Notary Public Nicole Ashley Date 1/11/2021

**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

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Signature of Applicant _____ Date _____

Type or Print Name/Title _____

Notary Public _____ Date _____

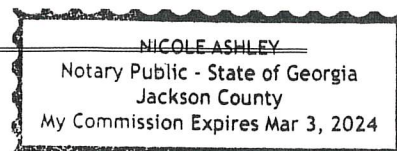
PROPERTY OWNER CERTIFICATION

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Signature of Property Owner Raul Velasquez Date 1-11-2021

Type or Print Name/Title Raul Velasquez

Notary Public Nicole Ashley Date 1/11/2021

**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____



City of Dacula
P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more the Mayor and/or a member of the City Council or a member of the Dacula Planning Commission.

☐ Yes

☒ No

If the answer is *Yes*, please complete the following section:

Name of Government Official	Contributions <i>(All which aggregate to \$250.00+)</i>	Contribution Date <i>(within last 2 years)</i>

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor and/or a member of the City Council or a member of the Dacula Planning Commission.

☐ Yes

☒ No

If the answer is *Yes*, please complete the following section:

Name of Government Official	Description of Gifts <i>(Valued aggregate \$250.00+)</i>	Date Gift was Given <i>(within last 2 years)</i>

(Attach additional sheets if necessary to disclose or describe all contributions/gifts)

CONFLICT OF INTEREST CERTIFICATION

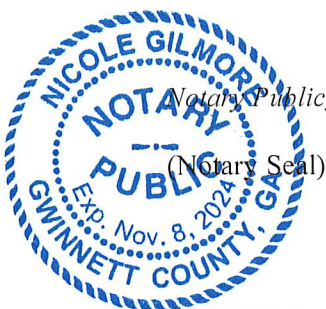
The undersigned, making application for rezoning/SUP, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions and has submitted or attached the required information on the forms provided.

Signature of Applicant _____ Date _____

Type or Print Name/Title _____

Signature of Applicant's Attorney _____ Date 1/8/21

Type or Print Name/Title Shane Lanham, Attorney



Signature of Notary Public _____ Date 1/8/21

Official Use Only

DATE RECEIVED _____ ZONING CASE NUMBER _____

RECEIVED BY _____

CONFLICT OF INTEREST CERTIFICATION

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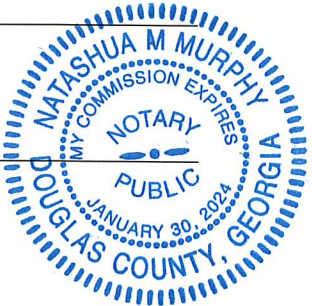
Signature of Applicant S.T.T. Date 2/8/21

Type or Print Name/Title R. Scott Taylor, Jr.
Authorized Signatory

Signature of Applicant' Attorney _____ Date _____

Type or Print Name/Title _____

Notary Public Natashua M. Murphy Date 2/8/21
(Notary Seal)



Official Use Only

DATE RECEIVED _____ ZONING CASE NUMBER _____

RECEIVED BY _____



City of Dacula

P. O. Box 400

Dacula, GA 30019

(770) 962-0055 / Fax (770) 513-2187

IMPACT ANALYSIS STATEMENT

As required by the Zoning Resolution of the City of Dacula, the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power. **ALL APPLICATIONS MUST BE COMPLETED WITH THE COMPLETED IMPACT ANALYSIS STATEMENT.**

DATE _____ APPLICANT _____

A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property: Please see attached

B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property: Please see attached

C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned: _____
Please see attached

D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. _____
Please see attached

E. Whether the proposed rezoning is in conformity with the policy and intent of the Land Use Plan: _____
Please see attached

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning: _____
Please see attached

IMPACT ANALYSIS STATEMENT

- A. The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property. The surrounding area is characterized by a mix of commercial and industrial land uses and zoning classifications.
- B. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property. Rather, the proposed development will complement nearby property by providing attractive buildings and employment options.
- C. The Applicant submits that due to its size, location, layout, and physical characteristics, the property to be affected by the proposed rezoning does not have a reasonable economic use as currently zoned.
- D. The proposed use will not result in a use that will cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The Property is located along and in close proximity to major transportation corridors with access to utilities. The proposed development will not generate any increased burden on the school system and the proposed development includes upgrades to Stanley Road which will benefit the larger community.
- E. The proposed rezoning is in conformity with the policy and intent of the Land Use Plan. The subject property is located within the Regional Mixed-Use Character Area which specifically encourages distribution facilities.
- F. The Property's location in close proximity to major transportation corridors (including the future expansion of Sugarloaf Parkway), the high-quality architectural and design of the proposed buildings, and the significant economic development aspects of the proposed development give additional supporting grounds for approval of the proposed rezoning.

**Economic and Community Infrastructure Facilities Impact
Worksheet**



**To be completed and submitted with applications for:
Annexation, Rezoning, Change of Conditions,
Special Use Permit, Special Exception, or Variance.**

Date Received: _____

Reviewed By: _____

Proposed Project Information

Name of Proposed Project: Project Dispatch
 Developer/Applicant: Carter & Associates
 Telephone: 404-888-3030
 Fax: N/A
 Email(s): JMurphy@carterusa.com

Economic Impacts

Estimated Value at Build-Out:
\$35 - \$45 million

Will the proposed project generate population and/or employment increases in the area?
 If yes, what would be the major infrastructure and facilities improvement needed to support the increase?

The project will increase employment in the area. We have yet to determine all of the infrastructure improvements needed, but the main improvements will be the completion of Stanley Rd from the project site to Winder Highway, as well as a new signal at the location where Stanley Rd meets Winder Highway.

How many short-term and /or long-term jobs will the development generate?

The construction of the project will support roughly 100 short term construction jobs. The completed project expects approximately 100 full time opportunities, along with additional part time opportunities. All associates receive industry leading pay, starting at \$15/hour. Full time associates receive full benefits on their first day of employment including medical, dental and vision insurance, 401k match, and life and disability insurance – the same benefits as their senior executives.

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:

The estimated value is listed above, we would prefer that the city calculate the potential tax revenues provided from the project based on that value

Is the regional work force sufficient to fill the demand created by the proposed project?

Yes, the regional work force and population growth are some of the attributes that are attracting this end user to the city of Dacula.

Community Facilities & Infrastructure Impacts

Water Supply

Name of water supply provider for this site:

The water supply for this site is provided by Gwinnett County Department of Water Resources. There is an existing 10" water main in the right of way of SR 8 along the property frontage.

What is the estimated water supply demand to be generated by the project, measured in Gallons Per Day (GPD)?

The estimated project water supply demand is 5,500 GPD.

Is sufficient water supply capacity available to serve the proposed project?

Yes.

If no, are there any current plans to expand existing water supply capacity?

NA

If there are plans to expand the existing water supply capacity, briefly describe below:

NA

If water line extension is required to serve this project, how much additional line (in feet) will be required?

A water line extension will not be required; however, a new water line will be installed with the proposed Stanley road relocation.

Wastewater Disposal

What is the estimated sewage flow to be generated by the project, measured in Gallons Per Day (GPD)?

The estimated sewage flow for the project is 4,550 GPD

Name of wastewater treatment provider for this site:

Wastewater treatment is provided by Gwinnett County Department of Water Resources.

Is sufficient wastewater treatment capacity available to serve this proposed project?

Yes

If no, are there any current plans to expand existing wastewater treatment capacity?

NA

If there are plans to expand existing wastewater treatment capacity, briefly describe below:

NA

If sewer line extension is required to serve this project, how much additional line (in feet) will be required?

NA

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day?

Currently estimated peak hour vehicle trips during peak hour of operation:

351 @ 9:30-10:30 AM & 391 @ 7:30-8:30 PM.

Currently estimated peak hour vehicle trips during peak hour of adjacent street traffic:

3 @ 7:00-8:00 AM & 106 @ 4:00-5:00 PM.

List any traffic and/or road improvements being made and how they would affect the subject area.

To be determined based on the results of the traffic impact study yet to be performed.

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

Approximately 170 tons per year

Is sufficient landfill capacity available to serve this proposed project?

Yes

If no, are there any current plans to expand existing landfill capacity?

NA

If there are plans to expand existing landfill capacity, briefly describe below:

NA

Will any hazardous waste be generated by the development? If yes, please explain below:

No.

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed?

Up to 80 percent of the site is projected to be impervious surface once constructed.

Is the site located in a water supply watershed?

No

If yes, list the watershed(s) name(s) below:

NA

Describe any measures proposed (such as buffers, detention or retention ponds, and/or pervious parking areas) to mitigate the project's impacts on stormwater management:

Stormwater will be managed in accordance with the Gwinnett County Stormwater Management manual as required. Detention, Channel Protection and water quality will be provided to meet or exceed the required standards.

Environmental Quality

Is the development located within or likely to affect any of the following:

1. Water supply watersheds?

No

2. Significant groundwater recharge areas?

No

3. Wetlands?

No

4. Protected river corridors?

No

5. Floodplains?

No

6. Historic resources?

No

7. Other environmentally sensitive resources?

No

If you answered yes to any question 1-7 above, describe how the identified resource(s) may be affected below:

NA

Other Facilities

What intergovernmental impacts would the proposed development generate for:

Schools?

No impacts anticipated.

Libraries?

No impacts anticipated.

Fire, Police, or EMS

No impacts anticipated.

Other community services/resources (day care, health care, low income, non-English speaking, elderly, etc.)?

No impacts anticipated.

Additional Comments:

PROJECT EXAMPLES



PROJECT EXAMPLES



PROJECT EXAMPLES



PROJECT EXAMPLES



JUSTIFICATION FOR REZONING APPLICATION

The portions of the Zoning Resolution of the City of Dacula (the "ZR") which classify or may classify the property which is the subject of this Application (the "Property") into any less intensive zoning classification other than as requested by the Applicant, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the ZR as applied to the subject Property, which restricts its use to the present zoning classification, is unconstitutional, illegal, null and void, constituting a taking of the Applicant's and the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

The Property is presently suitable for development under the M-1 classification as requested by the Applicant, and is not economically suitable for development under the present PMUD and C-2 zoning classifications of the City of Dacula. A denial of this Application would constitute an arbitrary and capricious act by the Mayor and Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Mayor and Council to rezone the Property to the M-1 classification with such conditions as agreed to by the Applicant, so as to permit the only feasible economic use of the Property, would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the

Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property to the M-1 classification, subject to conditions which are different from the conditions by which the Applicant may amend its application, to the extent such different conditions would have the effect of further restricting the Applicant's and the Owner's utilization of the subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

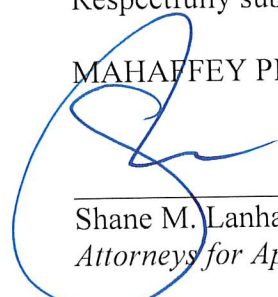
Opponents to the request set forth in the Application, or in any amendments to the Application, have waived their rights to appeal any decision of the Mayor and Council because they lack standing, have failed to exhaust administrative remedies, and/or because they failed to assert any legal or constitutional objections.

Accordingly, the Applicant respectfully requests that the rezoning application submitted by the Applicant relative to the Property be granted and that the Property be rezoned to the zoning classification as shown on the respective application.

This 12th day of February, 2021.

Respectfully submitted,

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham
Attorneys for Applicant

1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043
(770) 232-0000

ADJOINING PROPERTY OWNERS LIST

Parcel	Name/Address (Situs)	Name/Address (Mailing)
5270 001	N/A	WALTON GEORGIA LLC ETAL 14614 N KIERLAND BLVD STE 120 SCOTTSDALE AZ 85254
5271 049	HOOD JIMMY B 2065 WINDER HWY DACULA GA 30019	HOOD JIMMY B 2075 WINDER HWY DACULA GA 30019
5271 186	N/A	HOOD-RODRIGUEZ SHIRLEY K 160 HEBRON CHURCH RD DACULA GA 30019
5271 100	POPE LOU FAY 2077 WINDER HWY DACULA GA 30019	POPE LOU FAY 2320 HARBIN OAKS DR DACULA GA 30019
5271 093	TAYLOR JOHNATHAN K ETAL 2071 WINDER HWY DACULA GA 30019	TAYLOR JOHNATHAN K ETAL 1335 WHEATFIELD DR LAWRENCEVILLE GA 30043
5271 073	SUTKO JACK SWANGER JEFFERY J 2061 WINDER HWY DACULA GA 30019	SUTKO JACK SWANGER JEFFERY J 4475 SETTLES BRIDGE RD SUWANEE GA 30024
5271 048	HOOD BLANCHE S 2015 HWY 29 DACULA GA 30019	HOOD BLANCHE S 72 DELMOOR DR NW ATLANTA GA 30311
5271 004	HSU HOWARD CHUN-I HSU KUO-CHEN LIN 1855 HWY 29 DACULA GA 30019	HSU HOWARD CHUN-I HSU KUO-CHEN LIN 1070 KELVINGTON WAY SW LILBURN GA 30047
5271 002	LO TSAI JEN 1805 WINDER HWY DACULA GA 30019	LO TSAI JEN 545 OLD PEACHTREE RD NW SUWANEE GA 30024
5271 010A	WHITLEY RAYMOND E 1945 WINDER HWY DACULA GA 30019	WHITLEY RAYMOND E 1355 ETHERIDGE DR AUBURN GA 30011

ADJOINING PROPERTY C
RECORD NOTIFICA

DATE: March 2, 2021

TO: Walton Georgia LLC, et al.
14614 N. Kierland Blvd., Suite 10
Scottsdale, AZ 85254
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot 270 & 271 Parcel 5270 001 (portion) & 5271 009

LOCATION/ADDRESS: 1925 Winder Highway, Dacula, Georgia 30019

You are hereby notified that an application for rezoning **from PMUD and C-2 to M-1 with a variance** has been submitted to the City of Dacula. The proposed rezoning and variance is contiguous to your property.

The PLANNING COMMISSION Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on **Monday, March 29, 2021** at 6:30 P. M. in the Council Chambers.

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on **Thursday, April 1, 2021** at 7:00 P. M. in the Council Chambers.

If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.

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14614 N KIERLAND BLVD STE 120
SCOTTSDALE AZ 85254
Street, or PO Box
City, State, ZIP+4®
PS Form 3800, August 2000 See Reverse for Instructions

ADJOINING PROPERTY C
RECORD NOTIFICA

DATE: March 2, 2021

TO: HOOD JIMMY B
2065 WINDER HWY
DACULA GA 30019
(Sent by First Class Mail and Certified Ma

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

LOCATION/ADDRESS: **1925 Winder Highway, Dacula, Georgia 30019**

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Thank you.

5202 4072 2102 2000 0090 ETOL

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Sent	2065 WINDER HWY
Street or P.O.	DACULA GA 30019
City	
PS Form 3800, August 2008	
Instructions	



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Total Postage & Fees		

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Here

Sent To: HOOD JIMMY B
2075 WINDER HWY
DACULA GA 30019

Street,
or PO Box
City, State

PS Form 3800, June 2009

Instructions

ADJOINING PROPERTY C
RECORD NOTIFICATION

DATE: March 2, 2021

TO: HOOD JIMMY B
2075 WINDER HWY
DACULA GA 30019
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

LOCATION/ADDRESS: **1925 Winder Highway, Dacula, Georgia 30019**

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Thank you.



ADJOINING PROPERTY
RECORD NOTIFICATION

DATE: March 2, 2021

TO: HOOD-RODRIGUEZ SHIRLEY K
160 HEBRON CHURCH RD
DACULA GA 30019
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

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Thank you.

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City, S
PS Form 3800, June 2010 Instructions

HOOD-RODRIGUEZ SHIRLEY K
160 HEBRON CHURCH RD
DACULA GA 30019



ADJOINING PROPERTY
RECORD NOTIFICATION

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TO: POPE LOU FAY
2077 WINDER HWY
DACULA GA 30019
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
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1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

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Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

LOCATION/ADDRESS: **1925 Winder Highway, Dacula, Georgia 30019**

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If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.

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ADJOINING PROPERTY C
RECORD NOTIFICA

DATE: March 2, 2021

TO: POPE LOU FAY
2320 HARBIN OAKS DR
DACULA GA 30019

(Sent by First Class Mail and Certified Mail - Ret

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

LOCATION/ADDRESS: **1925 Winder Highway, Dacula, Georgia 30019**

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City, State	DACULA GA 30019
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Total Postage & Fees	\$	

Sent To TAYLOR JOHNATHAN K ETAL
 Street, Apt. or PO Box 2071 WINDER HWY
 City, State DACULA GA 30019
 PS Form 3849, October 2019

ADJOINING PROPERTY OWNER
 RECORD NOTIFICATION

DATE: March 2, 2021

TO: TAYLOR JOHNATHAN K ETAL
 2071 WINDER HWY
 DACULA GA 30019
 (Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
 Mahaffey Pickens Tucker, LLP
 1550 North Brown Road, Suite 125
 Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
 Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

LOCATION/ADDRESS: **1925 Winder Highway, Dacula, Georgia 30019**

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Thank you.



ADJOINING PROPERTY C
RECORD NOTIFICA

DATE: March 2, 2021

TO: TAYLOR JOHNATHAN K ETAL
1335 WHEATFIELD DR
LAWRENCEVILLE GA 30043

(Sent by First Class Mail and Certified Mail - Ret

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

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Thank you.

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City, State	LAWRENCEVILLE GA 30043	
PS Form	Instructions	

1906 4012 2000 0090 E702



ADJOINING PROPERTY (C)
RECORD NOTIFICATION

DATE: March 2, 2021

TO: SUTKO JACK
SWANGER JEFFERY J
2061 WINDER HWY
DACULA GA 30019

(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

LOCATION/ADDRESS: **1925 Winder Highway, Dacula, Georgia 30019**

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Thank you.

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ADJOINING PROPERTY
RECORD NOTIFICATION

DATE: March 2, 2021

TO: SUTKO JACK
SWANGER JEFFERY J
4475 SETTLES BRIDGE RD
SUWANEE GA 30024

(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot 270 & 271 Parcel 5270 001 (portion) & 5271 009

LOCATION/ADDRESS: 1925 Winder Highway, Dacula, Georgia 30019

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Thank you.

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RECORD NOTIFICA

DATE: March 2, 2021

TO: HOOD BLANCHE S
2015 HWY 29
DACULA GA 30019

(Sent by First Class Mail and Certified Mail - Ret

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot 270 & 271 Parcel 5270 001 (portion) & 5271 009

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Thank you.

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ADJOINING PROPERTY (C)
RECORD NOTIFICATION

DATE: March 2, 2021

TO: HOOD BLANCHE S
72 DELMOOR DR NW
ATLANTA GA 30311

(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot 270 & 271 Parcel 5270 001 (portion) & 5271 009

LOCATION/ADDRESS: 1925 Winder Highway, Dacula, Georgia 30019

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ADJOINING PROPERTY (C)
RECORD NOTIFICATION

DATE: March 2, 2021

TO: HSU HOWARD CHUN-I
HSU KUO-CHEN LIN
1855 HWY 29
DACULA GA 30019

(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot **270 & 271** Parcel **5270 001 (portion) & 5271 009**

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DATE: March 2, 2021

TO: HSU HOWARD CHUN-I
HSU KUO-CHEN LIN
1070 KELVINGTON WAY SW
LILBURN GA 30047
(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

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ADJOINING PROPERTY ()
RECORD NOTIFICATION

DATE: March 2, 2021

TO: LO TSAI JEN
1805 WINDER HWY
DACULA GA 30019

(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
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ADJOINING PROPERTY (C)
RECORD NOTIFICATION

DATE: March 2, 2021

TO: LO TSAI JEN
545 OLD PEACHTREE RD NW
SUWANEE GA 30024
(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

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MAR 02 2021
6:15P

ADJOINING PROPERTY (C)
RECORD NOTIFICATION

DATE: March 2, 2021

TO: WHITLEY RAYMOND E
1945 WINDER HWY
DACULA GA 30019

(Sent by First Class Mail and Certified Mail - Return Receipt)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

Property Location: 5th District, Land Lot 270 & 271 Parcel 5270 001 (portion) & 5271 009

LOCATION/ADDRESS: 1925 Winder Highway, Dacula, Georgia 30019

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Thank you.

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City, St.	DACULA GA 30019
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ADJOINING PROPERTY
RECORD NOTIFICATION

DATE: March 2, 2021

TO: WHITLEY RAYMOND E
1355 ETHERIDGE DR
AUBURN GA 30011
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: Proposed Rezoning Case #: **2021-CD-RZ-02**
Proposed Variance Case #: **2021-CD-VAR-02**

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Thank you.

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Instructions



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Memorandum

To: City of Dacula Mayor and City Council

From: Brittini Nix, Director of Planning and Economic Development

Date: March 15, 2021

Subject: Deannexation Case: 2021-CD-DEAX-01

Existing Zoning: R-1400 CSO (Single-Family Residential District with Conservation Subdivision Overlay District)

Size: 13.61 +/- acres

Proposed Use: Detached Single-Family Residential Subdivision

Applicant: Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Ste 125
Lawrenceville, Georgia 30043

Owner: The Labri Group, LP & Powell, Randall Keith
11 Lumpkin Street, Ste 200
Lawrenceville, Georgia 30043

Location: LL 236 - 5th District

Existing Land Use and Zoning:

The subject property is a portion of parcel R5236-001 totaling 13.61 +/- acres. The parcel is heavily wooded and located on the south side of Alcovy Road, east of the Alcovy Road and Rock House Road / Bramlett Shoals Road intersection, and north of Sugarloaf Parkway.

Alcova Church neighbors to the east and Freeman's Mill Park, a Gwinnett County Park, is found across Alcovy Road to the north. Developed and undeveloped large lot single-family residential properties neighbor to the west, south, and east of the subject site.

The Proposed Development:

The applicant has proposed developing a 148-unit single-family residential subdivision with access from Alcovy Road. To avoid multiple jurisdictions, the applicant requested 13.61 +/- acres of the proposed subdivision be deannexed from the City. Per the concept plan, Phase 1 and Phase 2 are located in unincorporated Gwinnett County and zoned OSC (Open Space Conservation District). Phase 3 is within the City limits, zoned R-1400 CSO (Single-Family Residential District with Conservation Subdivision Overlay District), and

would be comprised of 24 units. Deannexing the subject property would result in Gwinnett County jurisdiction and services for the entire subdivision.

Summary:

Granting the requested deannexation would allow the subdivision to be under a single jurisdiction to better facilitate and simplify services. Furthermore, the proposed single-family residential development would remain consistent with low-density residential development patterns in the area. Considering the foregoing, the Department recommends the requested deannexation be approved.

Comprehensive Plan:

The subject parcels are designated as Suburban Density Residential on The City of Dacula's Future Land Use Map in the City of Dacula's Comprehensive Plan.

The analysis of the application should be made based upon the "Standards Governing Exercise of the Zoning Power" as stated in Section 1702 of The 2000 Zoning Resolution of the City of Dacula.

1. *Whether the proposed deannexation will permit a use that is suitable in view of the use and development of an adjacent and nearby property?*

The proposed use is consistent with neighboring land uses and low-density residential development patterns in the area. As such, the proposed use could be considered suitable at this location.

2. *Whether the proposed deannexation will adversely affect the existing use or usability of adjacent or nearby properties?*

The proposed use would not be expected to adversely affect the existing use or usability of adjacent or nearby properties.

3. *Whether the property to be affected by the proposed deannexation has a reasonable economic use as currently zoned?*

The property has reasonable economic use as currently zoned.

4. *Whether the proposed deannexation will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?*

The proposed deannexation is not expected to cause excessive or burdensome use of streets, transportation facilities, utilities, or schools.

5. *Whether the proposed deannexation is in conformity with the policy and intent of the Land Use Plan?*

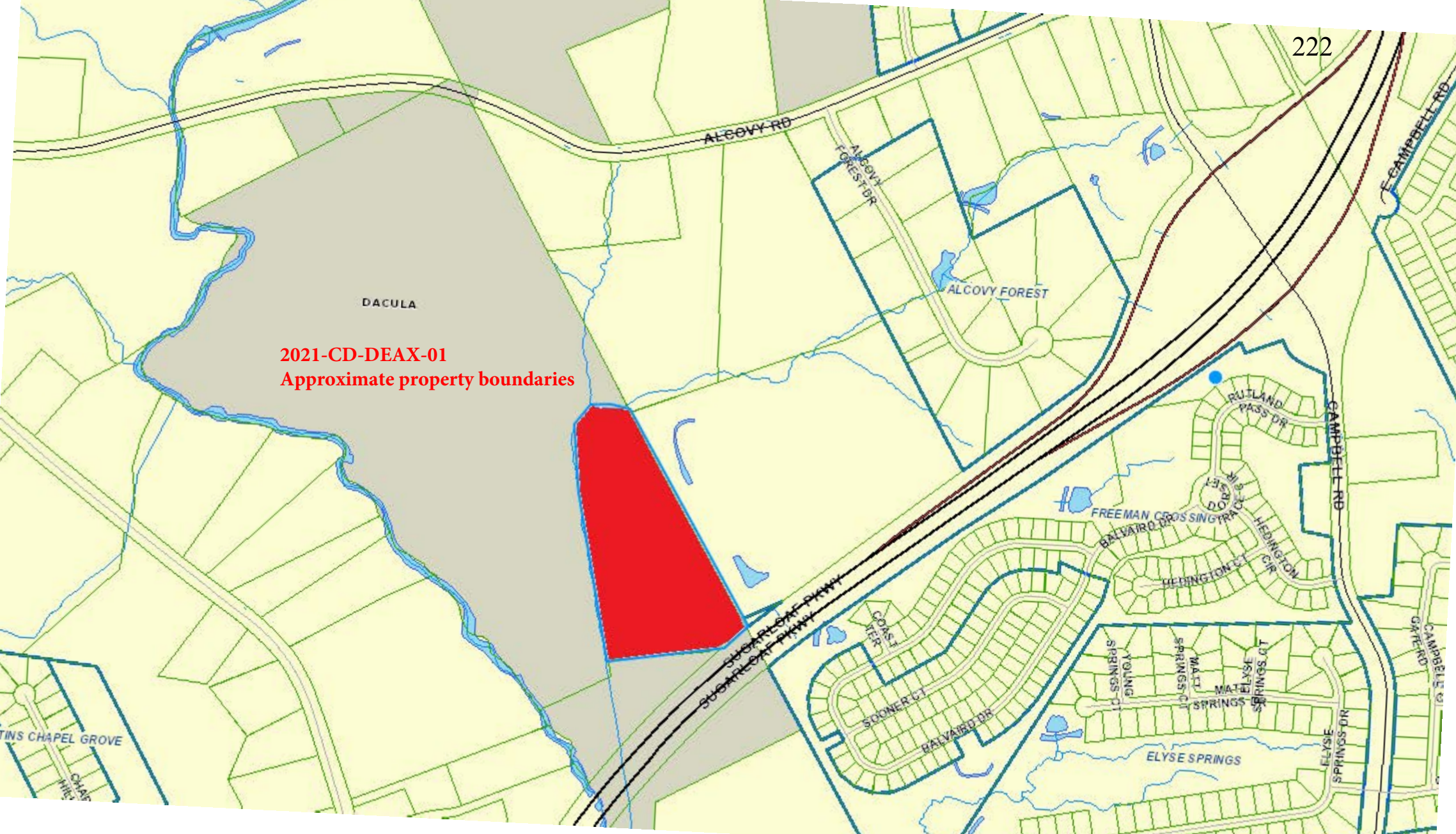
The proposed use is consistent with the suburban density residential designation on the City of Dacula's Future Land Use Map

6. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed annexation, rezoning, and variances?*

The proposed low-density single-family residential development is consistent with the current land uses in the area and the City of Dacula's Future Land Use Map.

Recommendation:

Based upon the application, the deannexation is recommended for **approval**.



Page 1
APPLICATION FOR DEANNEXATION
CITY OF DACULA
P. O. BOX 400
DACULA, GEORGIA 30019-0007

Ordinance No.: _____

Date: 2-16-2021

Final Approval Date: _____

Application No.: 2021-CD-DEAX-01

I Hereby Request That The Property Described In This Application Be Deannexed From The Dacula City Limits

Address of Property to Be Deannexed: Sugarloaf Parkway

Area: +/-13.61 Acres, or _____ Square Feet R5236 001 Tax Map Number _____

Owner of Property The Labri Group, LP & Powell, Randall Keith

Telephone Number 770-232-0000

Address 11 Lumpkin Street, Suite 200, Lawrenceville, Georgia

Applicant Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP

Telephone Number 770 232 0000

Address 1550 North Brown Road, Suite 125

If the Owner and Applicant Are Not the Same, Please Complete Attachment 1.

Resident Population 0 Housing Units 0 Other Buildings 0

Race Population 0 White 0 Black 0 Other 0

A. Reasons For Requesting Deannexation: *Give a brief summary of the reasons for requesting deannexation:* _____

The property is a component of a proposed development that is within unincorporated Gwinnett County. Accordingly, unifying control of the property would result in more efficient provision of services.

B. Site Plan - All site plans shall draw the location of existing buildings and other improvements to the property.

C. Property Description - A written legal description and recent plat of the property to be submitted.

D. Meeting Dates and Processing of Applications - See Attachment 2.

E. Fee - \$2,250.00

F. Authorization To Inspect Premises - I hereby authorize the Dacula City Council to inspect the premises which are the subject of this deannexation application.

G. Petition Requesting Deannexation - *Attachment 3 must be completed by owners.*

H. Deannexation Questionnaire - *Attachment 4 must be completed.*

Signature of Applicant

SURVEY LEGAL DESCRIPTION

ALCOVY

All that tract or parcel of land lying and being in Land Lot 236, of the 5th District, in the City of Dacula, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the northwesterly right-of-way of Sugarloaf Pkwy (R/W varies) and the common land lot of land lots 236 and 24, said point being the **TRUE POINT OF BEGINNING**; thence running along said northwesterly right of way along a curve to the left an arc distance of 162.22 feet (said arc being subtended by a chord of $S47^{\circ}40'06''W$ – 162.22 feet and having a radius of 4,600.00 feet) to a point; thence continuing along said right of way and running $S59^{\circ}54'13''W$ for a distance of 51.77 feet to a point; thence continuing along said right of way and running $S81^{\circ}49'48''W$ a distance of 494.54' to an iron pin set (#4 rebar); thence leaving said right of way and running $N12^{\circ}14'29''W$ a distance of 1117.69 feet to an iron pin set (#4 rebar); thence running $N75^{\circ}37'39''E$ for a distance of 339.52 feet to an iron pin found (#4 rebar) located on the common land lot line of land lot 236 and 245 and the boundary line between City of Dacula and unincorporated Gwinnett County; thence running along said land lot line $S30^{\circ}02'07''E$ for a distance of 1,072.31 feet to a point; thence running $S30^{\circ}54'29''E$ for a distance of 49.82 feet to a point, which is the **TRUE POINT OF BEGINNING**. Said tract contains 592,742 s.f. (13.61 acres).

Page 2

PETITION REQUESTING DEANNEXATION
CITY OF DACULA, GEORGIA

Date: January 26, 2021

TO THE HONORABLE CITY COUNCIL OF THE CITY OF DACULA, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council deannex this territory from the City limits of Dacula, Georgia.
2. The territory to be deannexed abuts the existing boundary of Dacula, Georgia, and the description of such territory area is as follows:

Address/Location of Property: _____
+/-13.61 acres of vacant land along the north side of Sugarloaf Parkway east of the Alcovy River and south of Alcovy Road. The subject property is a component of Gwinnett County Tax Parcel 5236 001.

Tax Map Number R5236 001

See Attached Description.

WHEREFORE, the Petitioners pray that the City Council of the City of Dacula, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, do by proper ordinance deannex said property to the City Limits of the City of Dacula, Georgia.

Respectfully Submitted,

Owners Address: 11 Lumpkin Street, Suite 200, Lawrenceville, Georgia 30046

Page 3

City of Dacula
Deannexation Questionnaire
Please Type or Print

Property OwnerName: The Labri Group, LP & Powell, Randall KeithAddress: 11 Lumpkin St, Ste 200, Lawrenceville, GA 30046Business Phone: 770 232 0000Home Phone: 770 232 0000Address of Property to be Deannexed: Sugarloaf ParkwayDacula Zoning R-1400 CSOProperty Deannexed as Will revert to RA-200 (to be later rezoned to OSC)

Description: _____

+/-13.61 acres of vacant land along the north side of Sugarloaf Parkway east of the Alcovy River and south of Alcovy Road.The subject property is a component of Gwinnett County Tax Parcel 5236 001.District: 5Land Lot: 236Parcel: 001Assessed Value: \$13,908 per acreAcreage: +/-13.61

List each adult living on site:

NA

List number of Individuals by race:

NA

Describe any other structure(s) on site:

NAPetitioner(s) Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP

PROPERTY OWNER AUTHORIZATION

City of Dacula

Application for Deannexation

I Swear That I Am The Owner Of The Property Which Is The Subject Matter Of the Attached Application,
As Is Shown In The Records Of Gwinnett County, Georgia.

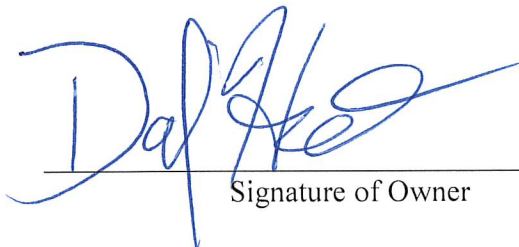
I Authorize The Person Named Below To Act As Applicant In The Pursuit Of An Deannexation Request Of
This Property.

Name Of Applicant: Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP

Address: 1550 North Brown Road, Suite 125

City: Lawrenceville State: Georgia Zip Code: 30043

Telephone Number: 770 232 0000



Signature of Owner

PROPERTY OWNER AUTHORIZATION

City of Dacula

Application for Deannexation

I Swear That I Am The Owner Of The Property Which Is The Subject Matter Of the Attached Application,
As Is Shown In The Records Of Gwinnett County, Georgia.

I Authorize The Person Named Below To Act As Applicant In The Pursuit Of An Deannexation Request Of
This Property.

Name Of Applicant: Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP

Address: 1550 North Brown Road, Suite 125

City: Lawrenceville State: Georgia Zip Code: 30043

Telephone Number: 770 232 0000



Signature of Owner

ADJOINING PROPERTY OWNERS LIST

Parcel	Owner
5236 001	THE LABRI GROUP LP POWELL RANDALL KEITH 11 LUMPKIN ST STE 200 LAWRENCEVILLE GA 30046-8451
5245 055	TAYLOR MORRISON OF GEORGIA LLC 4400 N POINT PKWY STE 295 ALPHARETTA GA 30022-2493
5245 198	FREEMAN CROSSING COMMUNITY ASSOCIATION 1585 OLD NORCROSS RD STE 101 LAWRENCEVILLE GA 30046-4043
5236 121	GWINNETT COUNTY GEORGIA 75 LANGLEY DR LAWRENCEVILLE GA 30046-6935

**Economic and Community Infrastructure Facilities Impact
Worksheet**



**To be completed and submitted with applications for:
Annexation, Rezoning, Change of Conditions,
Special Use Permit, Special Exception, or Variance.**

Date Received: _____

Reviewed By: _____

Proposed Project Information

Name of Proposed Project: Alcovy Road Residential Development
 Developer/Applicant: Manor Restorations, LLC c/o Mahaffey Pickens Tucker, LLP
 Telephone: 770 232 0000
 Fax: 678 518 6880
 Email(s): slanham@mptlawfirm.com

Economic Impacts

Estimated Value at Build-Out:
24 homes x \$300,000 = \$7,200,000

Will the proposed project generate population and/or employment increases in the area?
 If yes, what would be the major infrastructure and facilities improvement needed to support the increase?

The proposed residential development would bring additional residents to the area. Approval of the requested de-annexation would allow more efficient delivery of services to the community.

How many short-term and /or long-term jobs will the development generate?

Multiple short-term jobs including design professionals, engineers, and development and construction workers

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:

Rough estimated effective tax rate of 1.6% x \$300,000 per home x 24 homes = \$115,200

Is the regional work force sufficient to fill the demand created by the proposed project?
Yes.

Community Facilities & Infrastructure Impacts

Water Supply

Name of water supply provider for this site:
Gwinnett County Department of Water Resources

What is the estimated water supply demand to be generated by the project, measured in Gallons Per Day (GPD)?

400 GPD x 24 homes = 9,600 GPD

Is sufficient water supply capacity available to serve the proposed project?
Yes

If no, are there any current plans to expand existing water supply capacity?
NA

If there are plans to expand the existing water supply capacity, briefly describe below:

NA

If water line extension is required to serve this project, how much additional line (in feet) will be required?

1,062 LF - 8" DIP

Wastewater Disposal

What is the estimated sewage flow to be generated by the project, measured in Gallons Per Day (GPD)?

9,600 GPD

Name of wastewater treatment provider for this site:

Gwinnett County

Is sufficient wastewater treatment capacity available to serve this proposed project?

Yes

If no, are there any current plans to expand existing wastewater treatment capacity?

NA

If there are plans to expand existing wastewater treatment capacity, briefly describe below:

NA

If sewer line extension is required to serve this project, how much additional line (in feet) will be required?

836 LF - 8" PVC

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day?

Peak hour vehicle trips: 24

List any traffic and/or road improvements being made and how they would affect the subject area.

The development would be served by extension of the proposed road in the adjacent development. Subdivision entrance will be served by a left turn lane.

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

Avg. 3.15 persons/home x 24 homes x 4.9 lbs/person x 365 days = 67.6 tons

Is sufficient landfill capacity available to serve this proposed project?

Yes

If no, are there any current plans to expand existing landfill capacity?

NA

If there are plans to expand existing landfill capacity, briefly describe below:

NA

Will any hazardous waste be generated by the development? If yes, please explain below:

No.

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed?

18%

Is the site located in a water supply watershed?

No.

If yes, list the watershed(s) name(s) below:

NA

Describe any measures proposed (such as buffers, detention or retention ponds, and/or pervious parking areas) to mitigate the project's impacts on stormwater management:

Roof downdrains will be treated by overland flow. In addition, a hydrodynamic separator will be used to treat runoff from the street

Environmental Quality

Is the development located within or likely to affect any of the following:

1. Water supply watersheds?

No.

2. Significant groundwater recharge areas?

No.

3. Wetlands?

Wetlands are located on-site, but will not be disturbed.

4. Protected river corridors?

No.

5. Floodplains?

Floodplain exists on-site.

6. Historic resources?

No.

7. Other environmentally sensitive resources?

No.

If you answered yes to any question 1-7 above, describe how the identified resource(s) may be affected below:

Required stream buffers and wetlands protection will be provided.

Other Facilities

What intergovernmental impacts would the proposed development generate for:

Schools?

An estimated 19 school-aged children would live within the community.

Libraries?

Residents would likely patronize local libraries including the Dacula Branch.

Fire, Police, or EMS

Emergency services stations are situated in close proximity to the proposed development.

Other community services/resources (day care, health care, low income, non-English speaking, elderly, etc.)?

The proposed development is a typical single-family residential development and would not likely generate significant demand for other community services.

Additional Comments:

ADJOINING PROPERTY OWNERS LIST

Parcel	Situs Address	Mailing Address
5236 001	N/A	THE LABRI GROUP LP POWELL RANDALL KEITH 11 LUMPKIN ST STE 200 LAWRENCEVILLE GA 30046-8451
5245 055	N/A	TAYLOR MORRISON OF GEORGIA LLC 4400 N POINT PKWY STE 295 ALPHARETTA GA 30022-2493
5245 198	N/A	FREEMAN CROSSING COMMUNITY ASSOCIATION 1585 OLD NORCROSS RD STE 101 LAWRENCEVILLE GA 30046-4043
5236 121	N/A	GWINNETT COUNTY GEORGIA 75 LANGLEY DR LAWRENCEVILLE GA 30046-6935
5236 119	N/A	GWINNETT COUNTY GEORGIA 75 LANGLEY DR LAWRENCEVILLE GA 30046-6935

ADJOINING PROPERTY OWNER
RECORD NOTIFICATION

DATE: March 11, 2021

TO: The Labri Group LP
Powell Randall Keith
11 Lumpkin Street, Suite 200
Lawrenceville, GA 30046
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: De-Annexation Case #: 2021-CD-DEAX-01

Property Location: 5th District, Land Lot 236 Parcel 001 (portion)

LOCATION/ADDRESS: +/-13.61 acres of vacant land along the north side of Sugarloaf Parkway east of the Alcovy River and south of Alcovy Road. The subject property is a component of Gwinnett County Tax Parcel 5236 001.

You are hereby notified that a de-annexation application relative to the above-referenced property has been submitted to the City of Dacula. The property which is the subject of the de-annexation application is contiguous to your property.

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on Thursday, April 1, 2021 at 7:00 P. M. in the Council Chambers.

If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.

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The Labri Group LP
11 Lumpkin St., Suite 200
Lawrenceville, GA 30046

ADJOINING PROPERTY ()
RECORD NOTIFICATION

DATE: March 11, 2021

TO: Taylor Morrison of Georgia, LLC
4400 N Point Pkwy., Suite 295
Alpharetta, GA 30022-2493
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: De-Annexation Case #: 2021-CD-DEAX-01

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City, State, ZIP+4®: Alpharetta GA 30022-2495

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ADJOINING PROPERTY C
RECORD NOTIFICA'

DATE: March 11, 2021

TO: Freeman Crossing Community Assoc.
1585 Old Norcross Rd., Suite 101
Lawrenceville, GA 30046-4043
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: De-Annexation Case #: 2021-CD-DEAX-01

Property Location: 5th District, Land Lot 236 Parcel 001 (portion)

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Thank you.

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Street and Apt. No., or P.O. Box No. <u>1585 Old Norcross Rd., Suite 101</u>	
City, State, ZIP+4® <u>Lawrenceville, GA 30046-4043</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

ADJOINING PROPERTY ()
RECORD NOTIFICATION

DATE: March 11, 2021

TO: Gwinnett County Georgia
75 Langley Drive
Lawrenceville, GA 30046-6935
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: De-Annexation Case #: 2021-CD-DEAX-01

Property Location: 5th District, Land Lot 236 Parcel 001 (portion)

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75 Langley Dr
Lawrenceville, GA 30046-6935
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ADJOINING PROPERTY (RECORD NOTIFICA

DATE: March 11, 2021

TO: Gwinnett County Georgia
75 Langley Drive
Lawrenceville, GA 30046-6935
(Sent by First Class Mail and Certified Mail)

FROM: Shane M. Lanham
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, GA 30043

RE: De-Annexation Case #: 2021-CD-DEAX-01

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Return to Agenda

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, Director of Planning and Economic Development

DATE: March 30, 2021

SUBJECT: Ordinance to amend the Conservation Subdivision Overlay District

BACKGROUND: On December 3, 2020, the Mayor and City Council approved a 180-day Moratorium to review the City's ordinances. Staff has reviewed the City's Ordinances and recommends amending the Conservation Subdivision Overlay (CSO) District. The proposed amendments are below for your review and consideration:

Section 913. CSO Conservation Subdivision Overlay District

H. Density

3. Average Lot Width:

The average width of all building lots shall be at least 60 feet **at the front setback line**. Exception: Any lot located less than 50 feet from adjacent non-overlay property lines shall meet the lot width (for entire depth of the lot) and the rear setback of the underlying zoning district.

4. Minimum Road Frontage per Lot:

Minimum Road frontage shall be at least 50 feet. Exception: Road frontage may be reduced to **40 30** feet for lots with frontage on cul-de-sac or eyebrow cul-de-sac turnarounds.

5. Minimum Yard Areas (Setbacks):

Front: **30 25** feet (Interior Street)

Rear: 25 feet

Side: **8 5** feet per side

The Planning Commission unanimously recommended approval after their Public Hearing on March 29, 2021. As such, staff recommends approving the proposed Ordinance amending the CSO District and lifting the moratorium effective immediately.

Best Regards,

Brittni Nix, Director of Planning and Economic Development

AN ORDINANCE

AN ORDINANCE TO AMEND THE CONSERVATION SUBDIVISION OVERLAY DISTRICT OF THE CITY OF DACULA; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City has adopted and maintained a comprehensive Zoning Resolution including a section permitting Conservation Subdivisions to be developed under certain conditions; and

WHEREAS, changes in development patterns, proposed land uses, transportation infrastructure and other matters warrant reviewing and updating the provisions of the Zoning Ordinance related to the Conservation Subdivision Overlay District; and

WHEREAS, the City has enacted a temporary moratorium for projects and permits to allow for a comprehensive review of these matters; and

WHEREAS, the Rowen development planned in unincorporated Gwinnett County adjacent to the City proposes to create work space for hundreds of new jobs, workers and potential residents in close proximity to the City; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to review and evaluate Section 913, Conservation Subdivision Overlay District in view of current development trends and future land use plans in and near the City; and

WHEREAS, the City has undertaken and completed such review and evaluation; and

WHEREAS, as a part of that review process, the Planning Commission and City Council have conducted public hearings in accordance with Georgia law seeking comment on the amendments and updates to the proposed amendments to the Conservation Subdivision Overlay District ordinance; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens and businesses within the City of Dacula to amend the Conservation Subdivision Overlay District ordinance as outlined herein;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that Section 913, Conservation Subdivision Overlay District be amended as follows:

SECTION 1.

The amendments and revisions highlighted on Exhibit “A” attached hereto are approved and adopted.

SECTION 2

The limited moratorium on certain residential zoning actions and permits enacted December 3, 2020 is hereby lifted and terminated. The City staff is directed to resume accepting and processing applications in accordance with the City Ordinances as amended.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of April, 2021.

AYES: ____

NAYES: ____

ATTEST:

HUGH D. KING, III
MAYOR, CITY OF DACULA

JOEY MURPHY, CITY ADMINISTRATOR

EXHIBIT “A”

Section 913. CSO Conservation Subdivision Overlay District

H. Density

3. Average Lot Width:

The average width of all building lots shall be at least 60 feet **at the front setback line**. Exception: Any lot located less than 50 feet from adjacent non-overlay property lines shall meet the lot width (for entire depth of the lot) and the rear setback of the underlying zoning district.

4. Minimum Road Frontage per Lot:

Minimum Road frontage shall be at least 50 feet. Exception: Road frontage may be reduced to **40 30** feet for lots with frontage on cul-de-sac or eyebrow cul-de-sacturnarounds.

5. Minimum Yard Areas

(Setbacks): Front: **30 25** feet

(Interior Street) Rear: 25

feet

Side: **8 5** feet per side

MEMORANDUM

To: Mayor and City Council of Dacula

From: Heather Coggins, Director of Finance

Date: March 24, 2021

Re: Ordinance to transfer unencumbered appropriations

Council approved a new staff position on March 4, 2021. The salary range for this position is \$17.50 to \$19.50 per hour with benefits depending on qualifications.

This position was not budgeted when the 2021 Budget was approved in December 2020. As such, pursuant to Sec. 20-6 of the Dacula Municipal Code of Ordinances, a transfer of appropriations is required. Section 20-6 allows the Mayor and Council to transfer unencumbered appropriations from one department to another provided the appropriation does not exceed the budget established in the original vote.

As you can see from the chart below, the funds will move from the contingency fund to the appropriate salary and benefit fund. This will allow the funding for this position at the established rate set by Mayor and Council. This transfer also does not exceed the original budgeted amount for this department.

An Ordinance and the revised 2021 Budget including this transfer is attached as Attachment A for your review.

	DEPARTMENT: FINANCIAL	2021 (April Transfer)	2021 (December Approved)
1510	Administration: Salary	\$ 267,000.00	\$ 225,000.00
1510	Administration: Group Health Ins	\$ 105,000.00	\$ 84,000.00
1510	Administration: Taxes: FICA, FUTA, Medicare	\$ 20,000.00	\$ 17,813.00
1510	Administration: Retirement	\$ 28,220.55	\$ 28,220.55
1510	Administration: Travel Expenditures	\$ 2,000.00	\$ 2,000.00
1510	Administration: Education/Training	\$ 4,000.00	\$ 4,000.00
1510	Purchase Services - Accounting, Audits	\$ 20,000.00	\$ 20,000.00
1510	Purchase Services - Payroll, Tax Billing	\$ 35,000.00	\$ 35,000.00
1510	Insurance: Worker's Comp, Fleet, Structure	\$ 125,000.00	\$ 125,000.00
1510	Communications: Telephones, Fax & Internet	\$ 20,000.00	\$ 20,000.00
1510	Advertising	\$ 7,000.00	\$ 7,000.00
1510	Printing - ORR	\$ -	\$ -
1510	Professional Engineers (General)	\$ 50,000.00	\$ 50,000.00
1510	Other Purchase Services	\$ 2,000.00	\$ 2,000.00
1510	Purchase Services - Technical	\$ 52,000.00	\$ 52,000.00
1510	CDBG 2019	\$ -	\$ -
1510	LMIG GA DOT	\$ 83,200.00	\$ 83,200.00
1510	Contingency	\$ 425,500.80	\$ 531,194.90

AN ORDINANCE

**AN ORDINANCE TO TRANSFER UNENCUMBERED APPROPRIATIONS
WITHIN THE APPROVED FISCAL YEAR BUDGET FOR 2021
PURSUANT TO SECTION 20-6 OF THE CODE OF ORDINANCES
FOR THE CITY OF DACULA, GEORGIA**

WHEREAS, the City Council approved a budget for fiscal year 2021 for the City of Dacula on December 3, 2020; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain the approved balanced budget for all funds;

WHEREAS, pursuant to the Code of Ordinances of City of Dacula, Georgia, Section 20-6, the Mayor and Council are expressly authorized to transfer any unencumbered balance from one department or office to another; and

WHEREAS, this transfer does not increase or alter the total budget approved for fiscal year 2021;

NOW, THEREFORE, the City Council of the City of Dacula hereby ordains and adopts the budget transfers set out on Attachment A hereto, which attachment is hereby incorporated by reference into this Ordinance.

Read and adopted in the regular meeting of the City Council held on this 1st day of April 2021.

By: Hugh D. King, III
Mayor

Attest: Joey Murphy
City Clerk

(AFFIX SEAL)

BUDGET FY 2021				
REVENUE	GENERAL FUND - 100			
Account #	Account Description	2021 Proposed Budget	2020 Amended Budget	2020 Current Budget
311100	Real Property Taxes - Current Year	\$ 1,000,000.00	\$ 980,000.00	\$ 980,000.00
311300	Personal Property Taxes - Current Year	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
319000	Penalties & Interest Real & Personal Property	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
311310	Motor Vehicle Taxes	\$ 110,000.00	\$ 110,000.00	\$ 100,000.00
311320	Mobile Home Taxes	\$ 100.00	\$ 173.00	\$ 100.00
311340	Recording Tax (Intangibles)	\$ 45,600.00	\$ 45,600.00	\$ -
311600	Real Estate Transfer Tax	\$ 15,600.00	\$ 15,600.00	\$ 30,000.00
311700	Franchise Taxes	\$ 410,000.00	\$ 405,000.00	\$ 405,000.00
314200	Alcohol Beverage Excise Tax	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00
314300	Alcohol Beverage Tax by the Drink	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
316100	Occupational Tax (Business Licenses)	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
316200	Insurance Premium Tax	\$ 350,000.00	\$ 345,000.00	\$ 345,000.00
316300	Financial Institution Tax	\$ 40,000.00	\$ 48,000.00	\$ 37,000.00
321100	Alcohol Licenses	\$ 62,400.00	\$ 62,400.00	\$ 55,300.00
321700	Insurance Company Licenses	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
322200	Permits issued by Planning Dept	\$ 159,500.00	\$ 160,500.00	\$ 88,500.00
331152	CDBG 2019	\$ -	\$ 430,646.00	\$ 430,646.00
334100	LMIG Georgia DOT	\$ -	\$ 63,959.00	\$ -
338001	Gwinnett County SDS Settlement	\$ -	\$ 200,000.00	\$ -
339990	Other Intergov. Rev COVID Reimb	\$ -	\$ 200,000.00	\$ -
341400	General Government Printing	\$ -	\$ -	\$ 100.00
341910	Elections - Qualifying Fee	\$ 800.00	\$ 852.00	\$ 639.00
351160	Municipal Fines	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
361000	Interest Revenues	\$ 11,000.00	\$ 10,000.00	\$ 7,000.00
GENERAL FUND Revenue Totals:		\$ 2,627,000.00	\$ 3,499,730.00	\$ 2,901,285.00
BUDGET FY 2021				
EXPENDITURES	GENERAL FUND - 100			
Account #	Account Description	2021 Proposed Budget	2020 Amended Budget	2020 Current Budget
	DEPARTMENT: COUNCIL			
1110	Council: Salaries	\$ 28,400.00	\$ 28,400.00	\$ 28,400.00
1110	Council: Taxes: FICA, FUTA, Medicare	\$ 2,382.00	\$ 2,362.00	\$ 2,382.00
1110	Council: Travel Expenditures	\$ 6,000.00	\$ 212.00	\$ 6,000.00

1110	Council: Education/Training	\$ 3,000.00	\$ 390.00	\$ 3,000.00
	DEPARTMENT: CITY ADMINISTRATOR			
1130	City Administrator: Salary	\$ 120,000.00	\$ 105,000.00	\$ 110,000.00
1130	City Administrator: Group Health Ins	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00
1130	City Administrator: Taxes: FICA, FUTA, Medicare	\$ 9,380.00	\$ 8,809.56	\$ 8,921.00
1130	City Administrator: Retirement	\$ 6,709.65	\$ 8,000.00	\$ 9,600.00
1130	City Administrator: Auto Allowance	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
1130	City Administrator: Travel Expenditures	\$ 3,000.00	\$ 200.00	\$ 3,000.00
1130	City Administrator: Education/Training	\$ 2,000.00	\$ -	\$ 2,000.00
	DEPARTMENT: MAYOR			
1310	Mayor: Salaries	\$ 8,300.00	\$ 8,300.00	\$ 8,300.00
1310	Mayor: Taxes: FICA, FUTA, Medicare	\$ 687.00	\$ 682.00	\$ 687.00
1310	Mayor: Travel Expenditures	\$ 2,500.00	\$ -	\$ 2,500.00
1310	Mayor: Education/Training	\$ 2,000.00	\$ -	\$ 2,000.00
	DEPARTMENT: ELECTIONS			
1400	Elections: Poll Worker Salaries	\$ 8,000.00	\$ 7,305.00	\$ 8,000.00
1400	Election: General Supplies	\$ 10,000.00	\$ 9,627.00	\$ 15,000.00
1400	Elections: Training	\$ 500.00	\$ -	\$ 500.00
	DEPARTMENT: FINANCIAL			
1510	Administration: Salary	\$ 267,000.00	\$ 193,000.00	\$ 193,000.00
1510	Administration: Group Health Ins	\$ 105,000.00	\$ 84,000.00	\$ 84,000.00
1510	Administration: Taxes: FICA, FUTA, Medicare	\$ 20,000.00	\$ 14,555.00	\$ 16,600.00
1510	Administration: Retirement	\$ 28,220.55	\$ 24,000.00	\$ 38,400.00
1510	Administration: Travel Expenditures	\$ 2,000.00	\$ 100.00	\$ 4,000.00
1510	Administration: Education/Training	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
1510	Purchase Services - Accounting, Audits	\$ 20,000.00	\$ 19,000.00	\$ 22,000.00
1510	Purchase Services - Payroll, Tax Billing	\$ 35,000.00	\$ 30,000.00	\$ 40,000.00
1510	Insurance: Worker's Comp, Fleet, Structure	\$ 125,000.00	\$ 112,000.00	\$ 105,000.00
1510	Communications: Telephones, Fax & Internet	\$ 20,000.00	\$ 18,000.00	\$ 25,000.00
1510	Advertising	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
1510	Printing - ORR	\$ -	\$ 500.00	\$ 1,500.00
1510	Professional Engineers (General)	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
1510	Other Purchase Services	\$ 2,000.00	\$ 220.00	\$ 2,000.00
1510	Purchase Services - Technical	\$ 52,000.00	\$ 40,000.00	\$ 40,000.00
1510	CDBG 2019	\$ -	\$ 430,646.00	\$ 430,646.00
1510	LMIG GA DOT	\$ 83,200.00	\$ 142,687.00	\$ 95,204.00

1510	Contingency	\$ 425,500.80	\$ 1,041,809.44	\$ 437,875.00
	DEPARTMENT: LEGAL			
1530	Professional Legal Services	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00
1530	Official Code of Georgia yearly update	\$ 600.00	\$ 1,000.00	\$ 1,000.00
1530	Municode: Codification of Ordinances	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
	DEPARTMENT: CITY HALL			
1565	Supplies and Materials	\$ 15,000.00	\$ 12,000.00	\$ 20,000.00
1565	Water	\$ 1,500.00	\$ 1,100.00	\$ 2,000.00
1565	Natural Gas	\$ 6,500.00	\$ 6,000.00	\$ 9,000.00
1565	Electricity	\$ 125,000.00	\$ 120,000.00	\$ 120,000.00
1565	Cleaning Sanitation Supplies	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
1565	Repairs and Maintenance	\$ 75,000.00	\$ 35,000.00	\$ 75,000.00
1565	Other supplies not otherwise categorized	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
1565	COVID-19 Related Expenditures		\$ 200,000.00	
1565	Capital Outlay/Furniture & Fixtures	\$ 2,900.00	\$ 2,500.00	\$ 2,500.00
1565	Capital Outlay Computers	\$ 7,000.00	\$ 5,367.00	\$ 5,000.00
1565	Capital Outlay Equipment	\$ 4,000.00	\$ -	\$ -
	DEPARTMENT: MUNICIPAL COURT			
2650	Judicial: Salaries	\$ 10,400.00	\$ 9,000.00	\$ 6,300.00
2650	Judicial: Taxes: FICA, FUTA, Medicare	\$ 560.00	\$ 500.00	\$ 520.00
2650	Judicial: Travel Expenditures	\$ 2,000.00	\$ -	\$ 3,000.00
2650	Judicial: Education/Training	\$ 2,000.00	\$ 225.00	\$ 4,000.00
2650	Judicial: Dues/Fees (State Surcharges)	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00
2650	Judicial: Court Computers/Equipment	\$ 1,500.00	\$ 1,800.00	\$ 1,500.00
2650	Judicial: Supplies	\$ 1,000.00	\$ -	\$ -
	DEPARTMENT: PUBLIC SAFETY			
3200	Marshal: Salary	\$ 108,000.00	\$ 100,000.00	\$ 92,000.00
3200	Marshal: Group Health Ins	\$ 43,000.00	\$ 20,362.00	\$ 43,000.00
3200	Marshal: Taxes: FICA, FUTA, Medicare	\$ 7,700.00	\$ 5,000.00	\$ 7,650.00
3200	Marshal: Retirement	\$ 13,500.00	\$ 15,900.00	\$ 19,200.00
3200	Marshal: Travel Expenditures	\$ 3,000.00	\$ 2,500.00	\$ 4,500.00
3200	Marshal: Education/Training	\$ 2,500.00	\$ 1,000.00	\$ 2,500.00
3200	Marshal: Uniforms	\$ 3,000.00	\$ 2,000.00	\$ 2,500.00
3200	Marshal: Purch Svc Repairs & Maintenance	\$ 5,500.00	\$ 2,000.00	\$ 5,500.00
3200	Marshal: Gen Supplies (Purch Svc)	\$ 4,000.00	\$ 3,000.00	\$ 4,000.00
3200	Marshal: Gasoline	\$ 6,000.00	\$ 5,250.00	\$ 5,250.00

3200	Marshal: Supplies	\$ 400.00	\$ -	\$ 400.00
3200	Marshal: Dues & Fees	\$ 3,000.00	\$ 2,000.00	\$ 3,000.00
3200	Marshal: Capital Outlay	\$ 3,500.00	\$ 3,400.00	\$ 750.00
	DEPARTMENT: PUBLIC WORKS			
4200	Streets & Maintenance: Salary	\$ 160,000.00	\$ 135,000.00	\$ 135,000.00
4200	Streets & Maintenance: Group Health Ins	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00
4200	Streets & Maintenance: Taxes: FICA, FUTA, Medicare	\$ 13,000.00	\$ 10,246.00	\$ 11,200.00
4200	Streets & Maintenance: Retirement	\$ 21,000.00	\$ 16,000.00	\$ 28,800.00
4200	Streets & Maintenance: Travel Expenditures	\$ 1,000.00	\$ 600.00	\$ 600.00
4200	Streets & Maintenance: Education/Training	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
4200	Streets & Maintenance: Uniforms	\$ 14,000.00	\$ 14,000.00	\$ 8,000.00
4200	Streets & Maintenance: Purch Svc Repairs & Maintenance	\$ 15,000.00	\$ 8,000.00	\$ 16,500.00
4200	Streets & Maintenance: Gasoline	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00
4200	Streets & Maintenance: Supplies	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
4200	Streets & Maintenance: Dues & Fees	\$ 1,000.00	\$ 500.00	\$ 2,000.00
4200	Capital Outlay Small Equipment (weed eaters, etc)	\$ 5,000.00	\$ -	\$ 1,500.00
4200	Capital Outlay (Large Machinery and Computer Equip)	\$ 15,000.00	\$ 42,000.00	\$ 44,000.00
4200	Right of Way Maintenance	\$ 10,000.00	\$ 1,500.00	\$ 4,000.00
	DEPARTMENT: STORMWATER			
4250	Stormwater & DIP	\$ 22,600.00	\$ 22,600.00	\$ 22,600.00
4250	Storm Drainage & System Improvements	\$ 5,000.00	\$ 5,000.00	\$ -
	DEPARTMENT: PARKS			
6200	Culture and Recreation - Other Supplies	\$ 8,000.00	\$ 600.00	\$ 8,000.00
6200	Employee Salary (Open & Close Park)	\$ 9,000.00	\$ 7,500.00	\$ 7,500.00
6200	General Supplies	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00
	DEPARTMENT: PLANNING & ZONING			
7400	Planning: Salary	\$ 75,000.00	\$ 71,000.00	\$ 71,000.00
7400	Planning: Group Health Ins	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00
7400	Planning: Taxes: FICA, FUTA, Medicare	\$ 6,050.00	\$ 5,722.00	\$ 6,050.00
7400	Planning: Retirement	\$ 6,710.00	\$ 8,000.00	\$ 9,600.00
7400	Planning: Travel Expenditures	\$ 2,500.00	\$ 100.00	\$ 1,700.00
7400	Planning: Education/Training	\$ 5,000.00	\$ 750.00	\$ 1,700.00
7400	Planning: Prof Svc (Bldg Inspections)	\$ 55,000.00	\$ 50,000.00	\$ 50,000.00
7400	Planning: Dues & Subscriptions	\$ 5,000.00	\$ 272.00	\$ 150.00
7400	Planning: Revised Zoning Map (Prof Svcs)	\$ 2,500.00	\$ -	\$ -
7400	Planning: Supplies	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	GENERAL FUND Expenditure Totals:	\$ 2,627,000.00	\$ 3,570,899.00	\$ 2,901,285.00

	GENERAL FUND 100 REVENUE TOTALS	\$ 2,627,000.00		
	GENERAL FUND 100 EXPENDITURE TOTALS	\$ 2,627,000.00		

Return to Agenda



Denise R. Mitchell, MPA CHIEF DEPUTY TAX COMMISSIONER

March 17, 2021

City of Dacula
Trey King, Mayor
P O Box 400
Dacula, GA 30019

RE: 2021 Contract

Dear Mayor King,

It was a pleasure to meet your staff the other day on our Zoom call and introduce them to the new Tax Commissioner, Tiffany P. Porter.

My team and I are sincerely looking forward to working with you, and toward that end, I want to bring your attention to what is included in this important package of information:

- Timeline to secure services for 2021
- List of services we provide for Dacula
- A new contract for authorized signature
- Supporting slides that summarize the changes

As you're aware, our contract to collect on Dacula's behalf expired Dec. 31, 2020.

While we continue to collect 2020 taxes, there is a tight timeline to meet in order for us to collect on the city's behalf for 2021.

The deadline to sign and return the new contract to continue services is April 8, just over three weeks from today. An original signature is required, and we will provide courier service if needed to meet the deadline.

Since you're accustomed to your contact at our office being Marie Womble, I wanted to let you know that she retired in December after nearly 30 years of service. The new Property Tax Director and your contact going forward is Lisa Matic, who has been with our office for nearly 20 years.

Mayor King, as a reminder, here is a list of the services we have provided for you in the past:

CURRENT COLLECTIONS AND IT

- Accept homestead exemptions
- Apply city homesteads
- Homestead audit/quality control
- Digest consolidations
- Digest review and verification
- Digest submission to DOR
- Tax calculation and posting
- Bill testing and validation of A/R
- Bill generation
- Coordination of mailing/mail vendor
- Collections, batch payment processing
- Provide customer service to callers
- Provide information to lenders
- Validate addresses, update return mail
- Requests for CAFR information
- TAD information requests, if applicable
- Requests for top taxpayer information
- Bond/financing compliance data

SPECIAL ASSESSMENT SERVICES

- Preliminary file review
- Generation of sample files/homestead files for assessments/credits on record
- Final file review
- File import and balancing
- Quality assurance and detail review
- Prior to disbursement, correct bills to add/remove assessments

DELINQUENT COLLECTION SERVICES

- Multiple mailings throughout the year
- Intent to FiFa mailings
- Track responsible party and determine liability to lien when a property is sold
- Record and cancel liens
- Research accounts and send to Tax Assessor's Office for corrections
- Research/prepare accounts for Tax Sale
- Comply with law to advertise tax sales
- Post properties for tax sale
- Conduct tax sales
- Record tax deeds

DELINQUENT COLLECTIONS, continued

- Maintain excess funds
- Determine excess funds eligibility based on claims submitted
- Submit excess funds to the state timely
- Conduct site visits for personal property and mobile homes
- Collect special assessments
- Call customers about accounts with past due balances
- Prepare insolvent list for BOC approval
- Issue in-person citations to unpaid/uncompliant mobile home accounts
- Appear in court for mobile citations

FINANCE & ACCOUNTING SERVICES

- Weekly disbursement cities report
- Weekly Carryover Workbook, if applicable
- Weekly Nuisance Abatement Parcel Info on cities sheet, if applicable
- Audit Requests from Cities & CIDs – at least annually:
 - Collections summary report
 - Customized Excel Report (AQT queries)
- Ad hoc reports from Cities based on City auditor request
- Answer technical questions, e.g., Charge Adjustments, TADS, Nuisance parcels

COMMUNICATIONS SERVICES

- Issue Press Releases and create Social Media posts:
 - Homestead Applications Due
 - Homestead Deadline
 - Bills Mailed
 - Payments Due
- Answer and accurately assist calls, emails and chats from taxpayers

Dacula 2021 Contract Letter, continued

I wanted to remind you of the full list of services because sometimes people erroneously assume that it's "just pressing a button" or "a one-time add," but this is nowhere close to the actual work involved. As you can see from the list, a tremendous amount of highly trained staff, professional services, and technology come into play in order for us to collect on your behalf.

I certainly understand that the new contract represents an increase for Dacula. That's why Tax Commissioner Porter reached out in advance to Gwinnett County Board of Commissioners Chairwoman Nicole Love-Hendrickson to inform her of the needed changes; and why, as well, that she wanted to personally introduce herself and explain the reasons a contract update was in order.

Mayor King, it would be a pleasure to continue serving you if Dacula so chooses.

Again, to do that, the new contract must be signed, and the original returned to me no later than April 8. After that date, collections on behalf of Dacula will cease, and its information must be removed from our systems for us to proceed with a timely 2021 billing cycle.

Please feel free to be in touch by phone or email if any questions or concerns come up about the new contract. I would be happy to assist you.

Otherwise, let me know if you would like me to schedule a courier to pick up the signed contract.

Sincerely,



Denise R. Mitchell, MPA
Chief Deputy Tax Commissioner
770-822-7294

City of Dacula



Tiffany P. Porter
Gwinnett County Tax Commissioner
March 15, 2021



2020 Fee



- Dacula's Fee for 2020 Services
 - Parcels: 2,727
 - Fee: \$5,753.06
- **Cost per parcel: \$2.11**

Comparing Metro Area Fees



- Fulton County's Fee Structure
 - 1% of Total Collected
 - Plus \$1 per parcel
- Dacula's 2020 Collections:
 - \$1,573,123.32 from 2,727 parcels
 - x 1% = \$15,731.23
 - + \$1/parcel = \$ 2,727.00
 - Total: \$18,458.23
- **Cost Per Parcel: \$6.76**

Gwinnett's Proposed Fees



2021 Proposed Billing Method Applied to the Past 3 Years

Fulton % + Fee		1.000%	\$1.00	
Dacula	Net Collections	County Fee	Tax Comm. Fee	Total
2020	\$ 1,573,123.32	\$ 15,731.23	\$ 2,727.00	\$ 18,458.23
2019	\$ 1,006,047.67	\$ 10,060.48	\$ 2,905.00	\$ 12,965.48
2018	\$ 932,260.26	\$ 9,322.60	\$ 2,881.00	\$ 12,203.60

Gwinnett Per Parcel Fee		\$ 1.80	\$2.00	
Dacula	Net Collections	County Fee	Tax Comm. Fee	Total
2020	\$ 1,573,123.32	\$ 4,908.60	\$ 5,454.00	\$ 10,362.60
2019	\$ 1,006,047.67	\$ 5,229.00	\$ 5,810.00	\$ 11,039.00
2018	\$ 932,260.26	\$ 5,185.80	\$ 5,762.00	\$ 10,947.80

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND SANITATION FEE BILLING AND COLLECTION.

This Agreement is made this _____ day of _____, 2021 by and between the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **TIFFANY P. PORTER**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on property existing in the County; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1, subject to the approval of the Tax Commissioner, the County may contract with the City for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City; and,

WHEREAS, the City has a need for the additional collection of sanitation fees; and,

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of the County and the City with more efficient governmental services, that this Agreement be entered into; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, any agreement between the County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to the County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to the County; and,

WHEREAS, as payment for said ad valorem tax billing and collection services, the County shall be compensated by the City in an amount which substantially approximates the actual cost to the County of providing said services; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner is authorized to accept, receive and retain payment from the County for additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of a municipality; and,

WHEREAS, as payment for the additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of the City, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by the County; and,

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

1.

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Effective for the 2021 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

- a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.
- b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, to issue refunds, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.
- c. The Gwinnett County Tax Commissioner shall bill sanitation fees for and on behalf of the City.
 1. Each year the City shall determine the parcels within the City to be billed for sanitation fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax

Commissioner shall not be responsible for the calculation of any sanitation fee.

2. Billings for sanitation fees shall consist of a line item identified as a sanitation fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.
3. The Tax Commissioner shall be authorized to collect sanitation fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. If after every legal remedy for collection has been exhausted, the account will be determined to be insolvent, and the fee shall be removed from the account. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

4. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner services.
 5. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of sanitation fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.
- d. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms,

conditions or covenants required with respect to properties receiving any type of preferential assessment.

- e. The County shall receive and administer homestead exemption applications for the City in the same manner as homestead exemption applications are received and administered for the County. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.
- f. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner and according to the Tax Commissioner's Office notification to the City of its current billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax

Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

- g. In the event that any special tax district or other ad valorem tax levy is created or instituted by the City, the County, or the State of Georgia during the term of this Agreement, for the benefit of the City or any other governmental entity or governmental authority, the ad valorem tax so levied shall be calculated and included on the tax bills otherwise provided for herein.
- h. As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City agrees that the County shall be entitled to compensation in an amount equal to one dollar and eighty cents (\$1.80) per parcel on all such collections by the Tax Commissioner on behalf of the City.
- i. As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City agrees that the Tax Commissioner shall be entitled to compensation in an amount equal to two dollars (\$2.00) per tax parcel for each tax parcel billed by the Tax Commissioner pursuant to this Agreement.
- j. The Parties agree the Tax Commissioner shall send one invoice to the City for both compensation to the County and compensation to the Tax Commissioner and the City agrees to satisfy said invoice in full, through payment to the County, within thirty (30) days of receipt of such invoice. To the extent that the City fails to pay the amount invoiced by the Tax

Commissioner within thirty (30) days from the invoice date, the Tax Commissioner shall be authorized to withhold funds from the City's weekly disbursement and direct those funds to the County until said invoice is satisfied.

- k. The County, pursuant to O.C.G.A § 48-5-359.1 and under this Agreement and for such additional duties and responsibilities in collection of City taxes, shall pay the Tax Commissioner an annual one-time supplemental payment equal to two dollars (\$2.00) per parcel billed for the City, through the payroll system, subtracting from such amount any adjustments necessary for all applicable taxes and benefits. The County shall make said payment to the Tax Commissioner within thirty (30) days of the date that the County receives payment of the (\$2.00) per tax parcel amount invoiced by the Tax Commissioner to the City as further described in Subsection (i) of this Section of the Agreement.

2.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as sanitation fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill sanitation fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of sanitation fees. The parties also agree that the

section to bill sanitation fees is dependent on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

3.

The invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

4.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

5.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

6.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

7.

This Contract shall be effective from January 1, 2021, or the date that Gwinnett County executes the Agreement, through December 31, 2024. The Agreement shall remain

in effect until the expiration of GWINNETT County Tax Commissioner Tiffany P. Porter's service in the position of Tax Commissioner for GWINNETT County. The term of this Agreement is further subject to the right of Dacula, the Tax Commissioner or the Board of Commissioners, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for Dacula. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination

8.

- a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b) The Parties shall comply with all statutes, laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.
- c) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.
- d) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their

respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

9.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

City of Dacula, Georgia

Trey King
Mayor

ATTEST:

Joey Murphy
City Administrator/Clerk, Dacula

WINNETT County, Georgia

Nicole L. Hendrickson
Chairwoman, WINNETT County
Board of Commissioners

Tiffany P. Porter
Tax Commissioner
WINNETT County

APPROVED AS TO FORM:

Robert Jackson Wilson
Attorney, Dacula

ATTEST:

Diane Kemp
Clerk, GWINNETT County
Board of Commissioners

APPROVED AS TO FORM:

Yvonne Latorre
Senior Assistant County Attorney