



Mayor and City Council Regular Meeting
Thursday, May 07, 2026 at 7:00 PM
Dacula City Hall, Council Chambers
442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Agenda

CALL TO ORDER AND ROLL CALL OF MEMBERS:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PUBLIC SERVICE DEDICATION:

1. Wendell R. Holcombe

CONSENT AGENDA:

2. Approval of the Minutes from the Worksession on April 2, 2026
3. Approval of the Minutes from the Regular Meeting on April 2, 2026
4. Bid package for Brookton Chase Ct and Brookton Downs Subdision improvement project
5. CDBG Subrecipient Agreement for the Sanjo Street improvement project
6. Quote from Brother Jack Woodworking

OLD BUSINESS:

7. **Rezoning Application: 2026-CD-RZ-01**, Applicant: Dacula Logistics Park, LLC, Owner: Gauri Ventures, LLC requests rezoning from C-2 (General Business District) to M-1 (Light Manufacturing District). The property is located in Land Lot 271 of the 5th District and contains 5.86 acres more or less.

NEW BUSINESS:

8. **PUBLIC HEARING: 2026-CD-VAR-01**, Applicant: Edgar Penafiel, Owner: Bustle Development Inc requests a variance to reduce the minimum lot size requirement. The property is located in Land Lot 308 of the 5th District and contains 0.46 acres more or less.
9. **Variance Application: 2026-CD-VAR-01**, Applicant: Edgar Penafiel, Owner: Bustle Development Inc requests a variance to reduce the minimum lot size requirement. The property is located in Land Lot 308 of the 5th District and contains 0.46 acres more or less.

STAFF COMMENTS:

MAYOR AND COUNCIL COMMENT(S):

PUBLIC COMMENTS:

EXECUTIVE SESSION: Personnel, real property, and legal matters

ADJOURNMENT:

**A RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA
FOR THE PUBLIC SERVICE MEMORIAL AWARD TO**

WENDELL R. HOLCOMBE

WHEREAS, the City of Dacula’s Public Service Memorial Award was established to recognize outstanding service to the City and its citizens; and

WHEREAS, Wendell R. Holcombe faithfully and diligently served the community for more than forty years, including his distinguished tenure on the City Council from 1978–1999 and 2002–2021, during which he offered practical insight, grounded judgment, and invaluable experience to Dacula and its citizens; and

WHEREAS, through his steady leadership, unwavering commitment, and long-range vision, Wendell helped guide the City through periods of significant growth and change, positioning it for long-term success, while also being a devoted husband, father, grandfather, and cherished member of the community whose life of service extended well beyond City Hall.

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA, hereby resolves and ordains that the City’s Public Service Memorial Award is hereby granted to the family of Wendell R. Holcombe in recognition of his outstanding service to the City.

SO RESOLVED, this ____ day of _____, 2026 by the Governing Authority of the City of Dacula.

Hugh D. King, III, Mayor
City of Dacula

Brittni Nix
City Administrator



Mayor and City Council Worksession

Thursday, April 02, 2026 at 6:00 PM

Dacula City Hall, Council Chambers

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

Minutes

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Meeting started at 6:01 p.m.

Councilmembers Present:

- Mayor Trey King
- Councilmember Sean Williams
- Councilmember Jason Shelton
- Councilmember Ann Mitchell
- Councilmember Denis W. Haynes, Jr.

City Staff Present:

- Brittini Nix, City Administrator
- Jack Wilson, City Attorney
- Courtney Mahady, Assistant City Clerk
- Hayes Taylor, City Planner
- Kevin Whigham, City Engineer
- Dana Stump, Administrative Assistant for Planning & Development
- Stephen Mayer, Director of Finance
- Amy White, Chief Marshal
- Chris Parks, Director of Public Works

II. OLD BUSINESS:

None

III. NEW BUSINESS:

1. Rezoning Application: 2026-CD-RZ-01

City Planner, Hayes Taylor, discussed the rezoning application.

Applicant Representative, Shane Lanham, dicussed the rezoning application.

Mayor and Council asked clarifiying questions.

2. Amendments to Article 6 of the Development Regulations

City Administrator, Brittini Nix, discussed the amendments to Article 6 of the development regulations.

3. Maple Creek Park entrance and intersection improvements

City Administrator, Brittini Nix, discussed the Maple Creek Park entrance and intersection improvements.

4. FY-2026 LRA Application

City Administrator, Brittini Nix, discussed the FY-2026 LRA application.

IV. MARSHAL UPDATE:

Amy White provided the marshal update.

V. CITY ADMINISTRATOR UPDATE:

Brittini Nix provided the city administrator update.

VI. MEMBER COMMENT(S) / QUESTION(S):

None

VII. ADJOURNMENT:

Meeting adjourned at 7:07 p.m.

Minutes approved _____
Date Signature



Mayor and City Council Regular Meeting
Thursday, April 02, 2026 at 7:00 PM
Dacula City Hall, Council Chambers
442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Minutes

Updated April 2, 2026

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor King called the April 2, 2026 Council Meeting to order at 7:14 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

Councilmembers Present:

Mayor Trey King
 Councilmember Sean Williams
 Councilmember Jason Shelton
 Councilmember Ann Mitchell
 Councilmember Denis W. Haynes, Jr.

City Staff Present:

Brittni Nix, City Administrator
 Jack Wilson, City Attorney
 Courtney Mahady, Assistant City Clerk
 Hayes Taylor, City Planner
 Kevin Whigham, City Engineer
 Dana Stump, Administrative Assistant for Planning & Development
 Stephen Mayer, Director of Finance
 Amy White, Chief Marshal
 Chris Parks, Director of Public Works

II. INVOCATION:

Chief Marshal White gave the invocation.

III. PLEDGE OF ALLEGIANCE:

Mayor King led the Pledge of Allegiance.

IV. PROCLAMATION:

1. Georgia Cities Week

Mayor King presented a Resolution encouraging citizens to take part in a Georgia Cities Week activity throughout April. The activity involves a coloring page for school-aged children, and the completed pages will be showcased at the Council Meeting on May 7, 2026.

V. CONSENT AGENDA:

2. Approval of the Minutes from the Worksession on March 5, 2026
3. Approval of the Minutes from the Regular Meeting on March 5, 2026
4. Amendments to Article 6 of the Development Regulations
5. Maple Creek Park entrance and intersection improvements
6. FY-2026 LRA Application
7. City of Dacula has calculated an estimated roll-back rate of 4.525 mills for maintenance and operations for the 2026 tax year.

Motion to approve consent agenda items as listed made by Councilmember Shelton, Seconded by Councilmember Haynes, Jr..

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell, Councilmember Haynes, Jr.

VI. OLD BUSINESS:

None

VII. NEW BUSINESS:

8. Stormwater presentation

City Engineer, Kevin Whigham, gave the Stormwater Awareness presentation.

9. **PUBLIC HEARING: 2026-CD-RZ-01**, Applicant: Dacula Logistics Park, LLC, Owner: Gauri Ventures, LLC requests rezoning from C-2 (General Business District) to M-1 (Light Manufacturing District). The property is located in Land Lot 271 of the 5th District and contains 5.86 acres more or less.

Motion to open the public hearing made by Councilmember Mitchell, Seconded by Councilmember Williams.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell, Councilmember Haynes, Jr.

City Planner, Hayes Taylor, presented the staff case report for the rezoning applicaiton. The applicant is requesting rezoning from C-2 (General Business District) to M-1 (Light Manufacturing District). Mr Taylor stated staff recommends approval with conditions.

Applicant Representative, Shane Lanham, spoke in favor of the application.

Mayor and Council held further discussion regarding the rezoning applicaiton.

Public Comments:

Josh Maddox shared concerns about the transportation design of the proposed access point to the site.

Matt Pennington also expressed concerns regarding the transportation design of the proposed access point.

Motion to close the public hearing made by Councilmember Haynes, Jr., Seconded by Councilmember Williams.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell, Councilmember Haynes, Jr.

- 10. Rezoning Application: 2026-CD-RZ-01**, Applicant: Dacula Logistics Park, LLC, Owner: Gauri Ventures, LLC requests rezoning from C-2 (General Business District) to M-1 (Light Manufacturing District). The property is located in Land Lot 271 of the 5th District and contains 5.86 acres more or less.

Motion to table the application to the May 7, 2026 Council Meeting made by Councilmember Mitchell, Seconded by Councilmember Shelton.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell, Councilmember Haynes, Jr.

VIII. STAFF COMMENTS:

None

IX. MAYOR AND COUNCIL COMMENT(S):

Mayor King announced the upcoming Georgia Cities Week and invited the community to check the city's website for ways to get involved.

X. PUBLIC COMMENTS:

Matt Pennington shared ideas for how the City could offer free events that help bring the community together.

Tina Moua expressed concerns about safety for residents, particularly for minority groups, and shared thoughts on how the City could help provide better protection and support.

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

Motion to exit regular session and enter into executive session made by Councilmember Mitchell, Seconded by Councilmember Shelton for the purposes of real property and legal matters at 8:16 p.m. Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell, Councilmember Haynes, Jr.

Motion to exit executive session and reconvene regular session made by Councilmember Williams, Seconded by Councilmember Haynes, Jr. at 8:33 p.m.

Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell, Councilmember Haynes, Jr.

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

XII. ADJOURNMENT:

Motion to adjourn made by Councilmember Haynes, Jr., Seconded by Councilmember Shelton.
Voting Yea: Councilmember Williams, Councilmember Shelton, Councilmember Mitchell,
Councilmember Haynes, Jr.

Meeting adjourned at 8:34 p.m.

Minutes approved _____
Date _____ *Signature* _____



MEMO

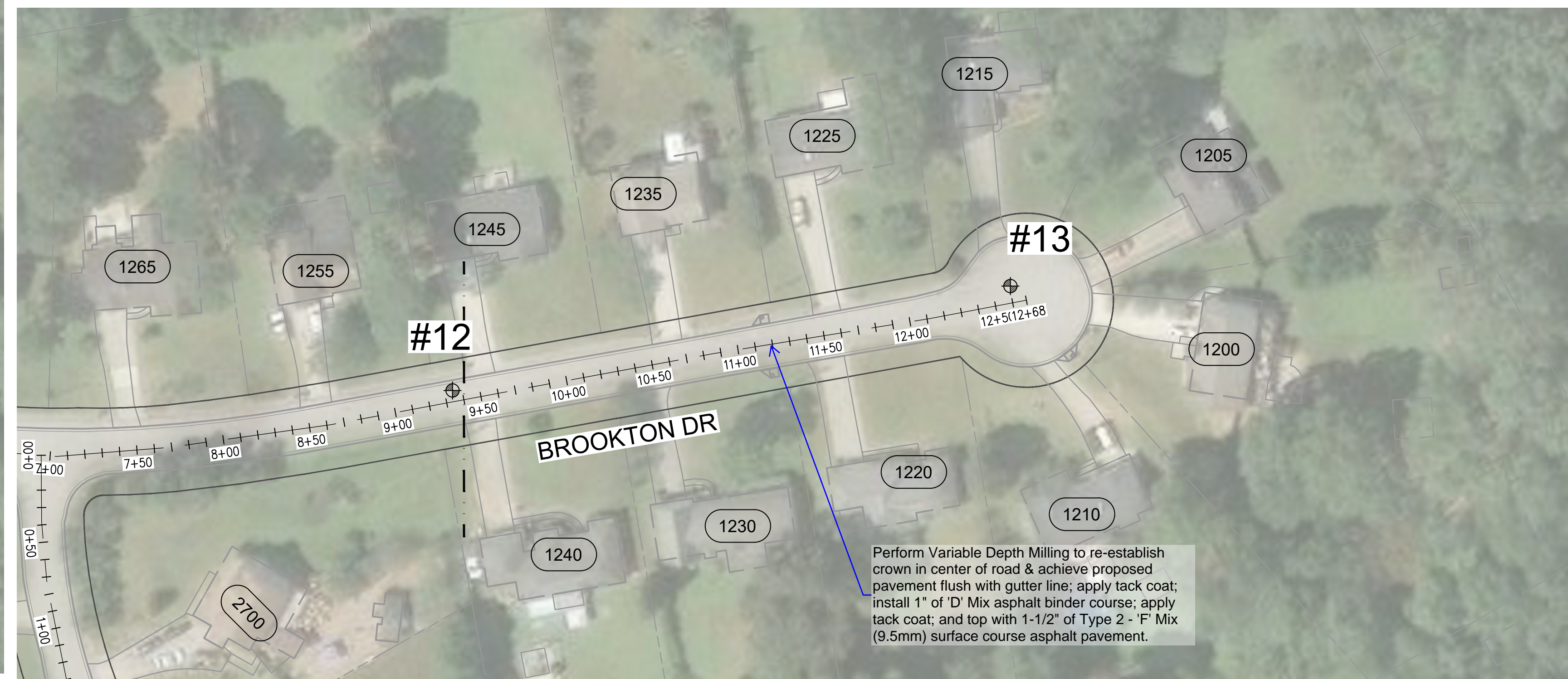
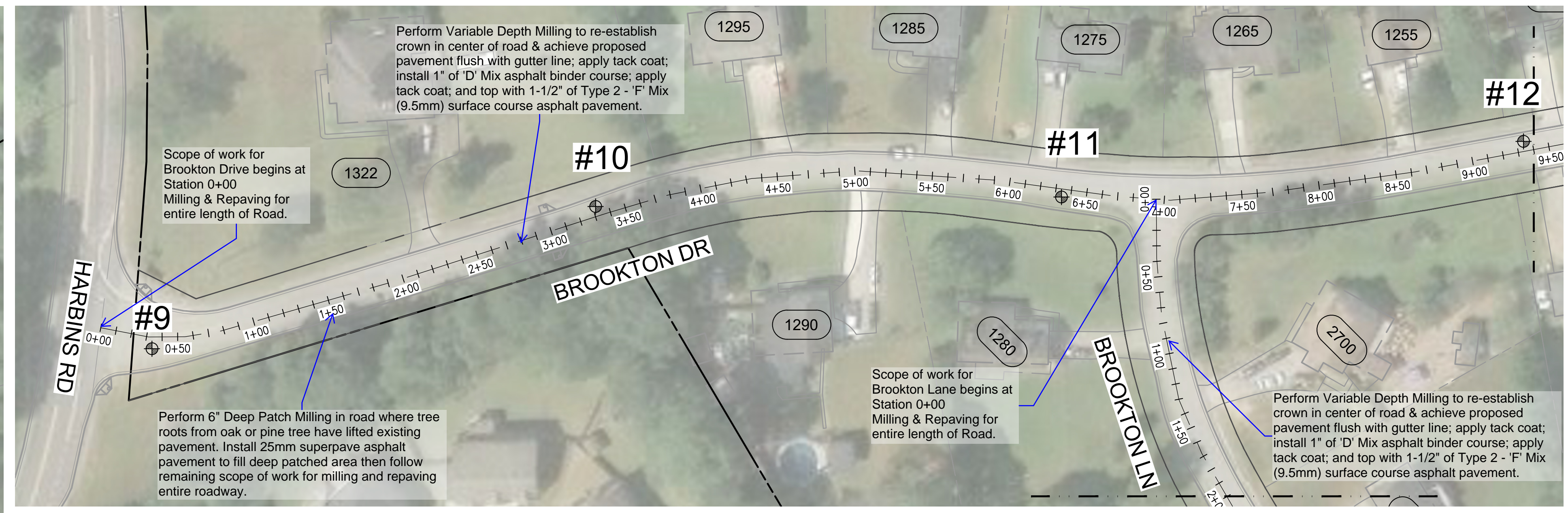
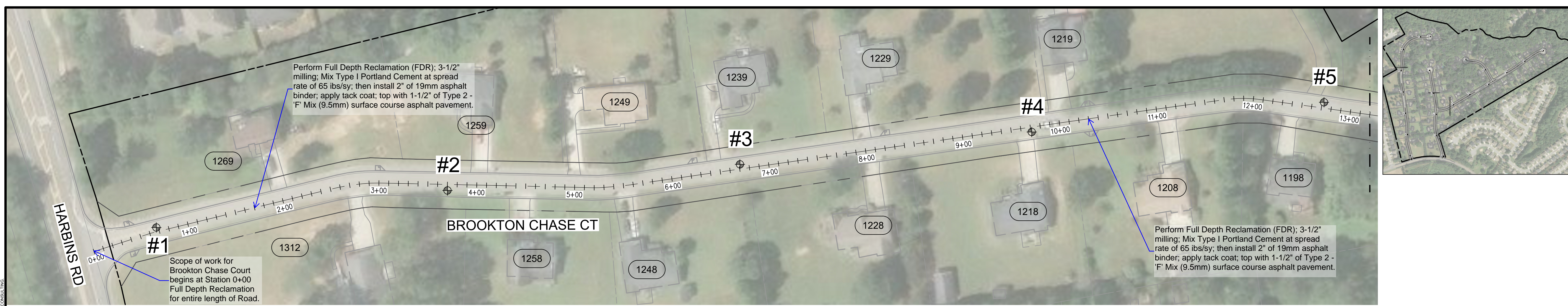
TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: May 1, 2026
SUBJECT: Bid package for Brookton Chase Ct and Brookton Downs Subdivision improvement project

The Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project bid documents have been finalized and provided for your review. The project scope includes full depth reclamation (FDR) for Brookton Chase Court and milling/repaving for Brookton Downs Subdivision. The crown in the center of road shall be reestablished on all roads to create positive drainage towards existing curb and gutter.

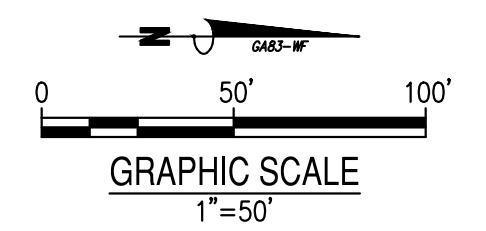
The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) with 15% contingency of \$982,712.95 dated September 24, 2025. The City has received FFY-2026 Local Maintenance Improvement Grant (LMIG) and FY-2026 Local Road Assistance (LRA) funding totaling \$211,076.12 for this project. The remainder of the project will be funded with SPLOST.

Staff requests the Mayor and City Council approve the bid package as provided and grant authorization to solicit for public bids.

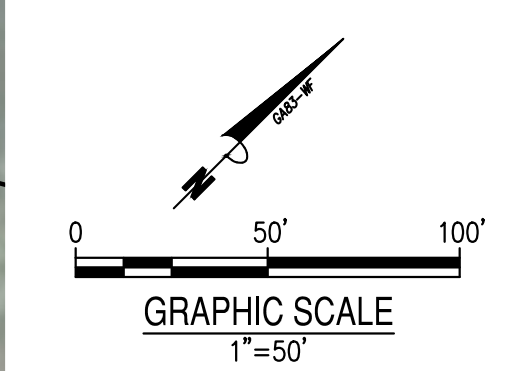




LEGEND	
SYMBOL	DESCRIPTION
EM	EDGE MILLING
M&R	MILLING AND ASPHALT REPAVING (RE-ESTABLISH CROWN IN CENTER OF ROAD)
SIGN	REPLACE EXISTING STREET SIGNAGE, TURN OVER EXISTING SIGN TO CITY
DP	DEEP PATCH MILLING
S&P	EROSION CONTROL TEMPORARY SEDIMENT TRAP, PIGS-IN-BLANKET OR WADDLE



LEGEND	
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SIGN	REPLACE EXISTING STREET SIGNAGE, TURN OVER EXISTING SIGN TO CITY
DP	DEEP PATCH MILLING
Sd2-P	EROSION CONTROL TEMPORARY SEDIMENT TRAP, PIGS-IN-BLANKET OR WADDLE



Project Manual

for

“Brookton Chase Court and Brookton Downs Subdivision
Asphalt Repaving Project”

for

City of Dacula

G e o r g i a

May 7, 2026

Prepared By:

City of Dacula

442 Harbins Road
Dacula, Georgia 30019

"Brookton Chase Court and Brookton Downs Subdivision
Asphalt Repaving Project"
for
City of Dacula, Georgia

SECTION TITLE

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

00 002	Table of Contents
00 020	Advertisement for Bids
00 100	Instructions to Bidders
00 300	Bid Proposal Form
00 500	"DRAFT" Contract
00 600	Bonds & Certificates
00 700	General Conditions
00 801	Supplementary Conditions
00 802	Notice of Commencement
00 900	Addenda and Clarifications

DIVISION 1 - GENERAL REQUIREMENTS

01 000	Project Scope of Work & Performance Specifications
01 370	Application for Payment
01 400	Quality Control
01 500	Temporary Controls
01 580	Pavement Markings
01 630	Substitutions
01 700	Contract Close-Out
01 740	General Contractor Warranty
01 741	Sub-Contractor Warranty
01 742	Certificate of Contractor / Statutory Affidavit
01 743	Georgia Security and Immigration Contractor/Subcontractor Affidavit

DIVISION 2 – SITE

02 050	Demolition
02 200	Earthwork
02 547	Bituminous Surfacing
02 580	Pavement Marking
02 930	Lawns and Grasses

APPENDIX

- Asphalt Core Report by Southern Geotechnical Consultants.
- Project Drawings dated 03-11-2026 by Bowman Consulting Group. Edited by City of Dacula 05-07-2026.

ADVERTISEMENT FOR BIDS

Sealed bids for the “Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project” will be received by the City of Dacula at Dacula City Hall – 442 Harbins Road, Dacula, Ga. 30019, until **2:30 PM** local time on **Thursday, June 18, 2026**. Any bid received after said time and date will not be accepted by the City of Dacula.

The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal Form, Form of Agreement, Drawings, Specifications, Bid Forms, Bid Bonds, Performance Bond, Payment Bond, Bidders Qualifications Forms, and other Contract Documents may be examined at the following locations: **(1) Dacula City Hall**, 442 Harbins Road, Dacula, Georgia 30019. Contact: Dacula City Engineer: Kevin D. Whigham, P.E. 770-963-7451 email: kevin.whigham@daculaga.gov; **(2) National Association of Minority Contractors**, 1142 Main Street, Forest Park, Georgia 30297, info@namc-atl.org. Contact: Mr. Billy Freeman, Jr. 404-304-5967, bfreeman@techniqueconcrete.com, Mr. Arthur J. Queen 404-288-9521, ajqueen@egmatlana.com; **(3) Hispanic Contractors Association GA**, 2750 Buford Highway NE, Atlanta, Georgia 30341. Contact: Ms. Andrea Rivers 404-229-8070, info@georgiahac.org; and **(4) Georgia Procurement Website**.

All Bidders must be registered with City of Dacula 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 the City of Dacula and attend the Pre-Bid Meeting.

Entities that do not obtain Bid Documents from this source will not receive addenda and/or clarifications directly from the city and may be disqualified as acknowledgement to Addenda is required. Bidders relying on plan rooms or other services to obtain Bid Documents, rather than obtaining them directly from the city 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 the City Engineer to be placed on the Bidder’s List. Electronic Copies will be sent by email at no charge. If hard copies are required, there is a non-refundable cost for each set of plans and specifications due to the city’s engineering consultant based on marketplace copying center’s fee at that time prior to release (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 City of Dacula “Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project” as follows:

The scope of work for Brookton Chase Court includes performing Full Depth Reclamation (FDR) which requires milling 3-1/2" of existing asphalt and subgrade material; then mixing Type I Portland Cement at a spread rate of 65 lbs/sy. Contractor will then install 2" of 19mm asphalt binder course; apply tack coat and then top with 1-1/2" of Type 2 - 'F' Mix (9.5mm) surface course asphalt pavement. Contractor shall re-establish crown in center of road when installing pavement to promote positive drainage to existing curb & gutter and storm drainage inlets. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 1-1/2" to 2-1/2".

Brookton Downs Subdivision consists of Brookton Drive, Brookton Lane, and Brookton Woods Way. Brookton Drive and Brookton Lane have been repaved multiple times over the years, so asphalt is built up above the gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3-3/4" to 5". Contractor will utilize variable depth milling to re-establish crown in center of road and to achieve proposed pavement that is flush with gutter line. A tack coat will then be applied prior to installing 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) Surface Course Pavement over the entire streets.

In addition, on Brookton Drive at about Station 1+50 the pavement has been lifted by what appears to be tree roots. Existing asphalt shall be deep patched milled an additional 6" to clear any tree roots, then filled with 25mm superpave asphalt prior to variable milling and repaving as described in paragraph above. Approximate deep patch milled area is marked by city with orange paint.

Brookton Woods Way existing asphalt appears flush with gutter line but will also need variable depth milling to re-establish crown in center of road and to ensure proposed pavement is flush with gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3" to 3-1/2". Once milling is complete, contractor shall install a tack coat and then install 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) surface course pavement over the entire street.

Contractors shall visit the streets identified to determine their own quantities for bidding the project. Orange paint markings on Brookton Chase Court shall be ignored since entire street will undergo FDR. The project service area includes improvements for the entire length of Brookton Chase Court (approximately 2,016 L.F. +/-), Brookton Drive (approximately 1,268 L.F. +/-), Brookton Lane (approximately 1,733 L.F. +/-), and Brookton Woods Way (approximately 519 L.F. +/-). All streets are approximately 24' wide from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

LMIG, LRA, and SPLOST funds will be utilized by the City of Dacula for the scope of work to improve these city streets. Contractor is responsible for complying with all regulations

ADVERTISEMENT FOR BIDS

00 020-3

and providing all documents as per City of Dacula requirements. A Pavement Evaluation Report for the Subdivision has been completed and provided by Southern Geotechnical Consultants (SGC) as previously mentioned to determine the existing asphalt and base thicknesses and condition of soil subgrade.

As previously stated, the centerline of the streets shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter line to provide for adequate drainage of the streets.

Thermoplastic Stop Bar Striping and any other existing striping shall be replaced to match existing conditions in-kind. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

Contractor shall include in their Base Bid all costs for adjusting any sewer manholes, water valves, or other utilities encountered, and for all materials needed to raise any valves or other covers flush within the finished surface of the road to complete the scope of work as described by the Contract Documents and Drawings.

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 Sixty (60) 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. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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.

Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State

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00 020-4

approved disposal facility at no additional cost to the Owner. Contractor shall tie in and feather new asphalt into existing asphalt so that there is a smooth transition.

- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.
- C. The limits of work for this project are limited to that area within right-of-way of City of Dacula. Contractor shall not disturb private residential properties, unless required to complete scope of work and then shall minimize disturbance to as little as possible. Any disturbance outside of the existing streets shall be repaired in kind to existing condition at no additional cost to Owner.
- D. Contractor is responsible to locate horizontally and vertically all existing utilities within limits of disturbance and protect throughout duration of project. Utilities present include water, gas, electrical, CATV, AT&T, etc., but may not be limited to these within the limits of disturbance.
- E. All earthwork or any other material quantities for full depth reclamation (FDR) shall be included in the Contractor's Lump Sum Bid and are the responsibility of the Contractor to haul-in or haul-off at no additional cost to the owner in order to complete the scope of work.
- F. Contractor shall have a Site Superintendent on-site at all times while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be available to City and adjacent property owners to answer or direct questions concerning the project.

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 **2:30 PM** local time on **Wednesday, June 3, 2026**. 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 email to the City of Dacula, City Engineer – Kevin D. Whigham, P.E.) 442 Harbins Road, Dacula, Georgia 30019, City Hall phone number 770-963-7451, email kevin.whigham@daculaga.gov no later than **Thursday, June 11, 2026 by 4:00 PM**.

ADVERTISEMENT FOR BIDS

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All areas of work illustrated on the Drawings are approximate and may not illustrate all items of repair and/or replacement. Contractor shall visit site to observe, document, and measure all scope items for preparing his own Bid for the project.

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project by observing and measuring the orange painted areas for asphalt milling and repaving. Existing grades and crown of roadway shall be reestablished to direct stormwater towards existing storm inlets. All streets will be repaved to existing lengths and widths 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.

Attention of Bidders is particularly called to the requirements regarding conditions of employment and minimum wage rates to be paid on this project, and that the contractor and subcontractor must comply with all Federal, State, and local requirements. Minority and female owned firms are encouraged to participate in this Local and State funded project. Procurement will be in compliance with the Uniform Administrative Requirements, 2 CFR 200.318-326. Potential respondents are particularly called to the requirements of Title VI; Civil Rights Act of 1964 and 24 CFR 570.602; and Executive Order 11246 - Equal Employment Opportunity and Affirmative Action.

Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons particularly persons who are recipients of HUD assistance for housing. For more information on Section 3, contact the Fair Housing and Equal Opportunity representative of HUD at (404) 331-5001, Ext. 2473. Neither the United States nor any of its departments, agencies or employees is or will be a party of any contract awarded pursuant to this invitation to bid.

By: Mayor, Hon. Hugh D. King, III
City of Dacula, Georgia

INSTRUCTIONS TO BIDDERS

00 100-1

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:

"Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project".

In accordance with Contract Documents prepared by: City of Dacula, Georgia, 442 Harbins Road, Dacula, Georgia 30019. Phone: (770) 963-7451.

Contact: Dacula City City Engineer, Kevin D. Whigham, P.E.

Dated: May 7, 2026.

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.

INSTRUCTIONS TO BIDDERS

00 100-2

- B. Time is of the essence. Construction of "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" must be substantially complete within Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.
- 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 as outlined in the Bid Proposal Form, Section 00 300. Award will be made to the lowest responsive, responsible, qualified bidder. Awarded bidder/contractor shall provide a schedule of values by which they

INSTRUCTIONS TO BIDDERS

00 100-3

based their bid upon as part of the documents required prior to the pre-construction meeting.

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.

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. 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.
3. Contractor shall field verify items as outlined in the Project Scope of Work and/or the Drawings. All items outlined in the Drawings are approximate and have not been surveyed. Drawings may or may included all scope of work items that have been marked with orange paint by the City and City's representative in the field. Contractor and subcontractors shall visit the site to determine their own measurements and quantities for bidding the project and not rely on the project Drawings.
4. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done.

5. Any quantities called out in the Scope of Work, Bid Documents, Drawings, Specifications, and/or Details are approximate. Contractor shall verify and determine his own quantities for all materials, lengths of roadway, and other items required to complete the repaving, curb & gutter, and sidewalk replacement improvement work for the project as described in the Scope of Work, Bid Documents, Drawings, and/or Specifications. City has marked all areas for deep patch mill improvements with orange paint in the field (only one area on Brookton Drive for tree root issue). All other limits of pavement for streets will receive paving based on scope of work described. Contractor to visit Site to calculate, form, and verify his own quantities used to formulate his bid.
6. 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.
7. 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.
8. 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.
9. The Contractor shall provide full depth reclamation and/or mill, provide asphalt tack coats, and repave the existing asphalt streets as outlined in the Scope of Work, Bid Documents, Drawings, and/or Specifications.
10. The Contractor is responsible for any and all utility locates needed before commencing with scope of work. The Contractor shall contact the affected utility, not the City, should utility damage occur. Emergency contact numbers are provided to the successful bidder.
11. Contractor is not responsible for acquiring any permits.
12. 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

INSTRUCTIONS TO BIDDERS

00 100-5

repaired area shall be proof rolled for subgrade and base material in the presence of the Owner or Owners' Representative 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 City Engineer to qualify and quantify bad materials. Geotechnical City Engineer shall be selected by the Contractor, approved by the owner, and paid through an approved change order by the Owner.

13. 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. No road closure is allowed. Access to residential driveways shall be provided at all times.
14. Limits of repaving work for this project occur in residential areas so work is restricted to between the hours of 7 a.m. to 10 p.m. Monday through Friday. Saturday work is by permit only with hours 8 a.m. to 5 p.m. No work on Sunday.
15. Contractor shall build up new pavement at centerline of streets to be repaved to provide a positive crown in road that slopes from centerline to shoulder and/or curb and gutter (min. 2% cross slope). Contractor shall maintain existing drainage patterns to all existing storm inlets.
16. 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 there is a smooth transition with the new and existing asphalt.
17. Contractor is responsible for all erosion control required to complete the scope of work such as temporary sediment controls (pigs-in-blanket) and permanent grassing (Sod) along with any other measures as outlined in the Scope of Work, Bid Documents, and/or Performance Specification.
18. 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

442 Harbins Road
P.O. Box 400
Dacula, Georgia 30019

Date: _____

Gentlemen:

Having carefully examined the Contract Documents entitled "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project", dated May 7, 2026 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 City of Dacula "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" as follows:

The scope of work for Brookton Chase Court includes performing Full Depth Reclamation (FDR) which requires milling 3-1/2" of existing asphalt and subgrade material; then mixing Type I Portland Cement at a spread rate of 65 lbs/sy. Contractor will then install 2" of 19mm asphalt binder course; apply tack coat and then top with 1-1/2" of Type 2 - 'F' Mix (9.5mm) surface course asphalt pavement. Contractor shall re-establish crown in center of road when installing pavement to promote positive drainage to existing curb & gutter and storm drainage inlets. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 1-1/2" to 2-1/2".

Brookton Downs Subdivision consists of Brookton Drive, Brookton Lane, and Brookton Woods Way. Brookton Drive and Brookton Lane have been repaved multiple times over the years, so asphalt is built up above the gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3-3/4" to 5". Contractor will utilize variable depth milling to re-establish

crown in center of road and to achieve proposed pavement that is flush with gutter line. A tack coat will then be applied prior to installing 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) Surface Course Pavement over the entire streets.

In addition, on Brookton Drive at about Station 1+50 the pavement has been lifted by what appears to be tree roots. Existing asphalt shall be deep patched milled an additional 6" to clear any tree roots, then filled with 25mm superpave asphalt prior to variable milling and repaving as described in paragraph above. Approximate deep patch milled area is marked by city with orange paint.

Brookton Woods Way existing asphalt appears flush with gutter line but will also need variable depth milling to re-establish crown in center of road and to ensure proposed pavement is flush with gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3" to 3-1/2". Once milling is complete, contractor shall install a tack coat and then install 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) surface course pavement over the entire street.

Contractors shall visit the streets identified to determine their own quantities for bidding the project. Orange paint markings on Brookton Chase Court shall be ignored since entire street will undergo FDR. The project service area includes improvements for the entire length of Brookton Chase Court (approximately 2,016 L.F. +/-), Brookton Drive (approximately 1,268 L.F. +/-), Brookton Lane (approximately 1,733 L.F. +/-), and Brookton Woods Way (approximately 519 L.F. +/-). All streets are approximately 24' wide from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

LMIG, LRA, and SPLOST funds will be utilized by the City of Dacula for the scope of work to improve these city streets. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements. A Pavement Evaluation Report for the Subdivision has been completed and provided by Southern Geotechnical Consultants (SGC) as previously mentioned to determine the existing asphalt and base thicknesses and condition of soil subgrade.

As previously stated, the centerline of the streets shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter line to provide for adequate drainage of the streets.

Thermoplastic Stop Bar Striping and any other existing striping shall be replaced to match existing conditions in-kind. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

Contractor shall include in their Base Bid all costs for adjusting any sewer manholes, water valves, or other utilities encountered, and for all materials needed to raise any valves or other covers flush

within the finished surface of the road to complete the scope of work as described by the Contract Documents and Drawings.

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 Sixty (60) 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. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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.

Additional items within Scope of Work

A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie in and feather new asphalt into existing asphalt so that there is a smooth transition.

B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.

C. The limits of work for this project are limited to that area within right-of-way of City of Dacula. Contractor shall not disturb private residential properties, unless required to complete scope of work and then shall minimize disturbance to as little as possible. Any disturbance outside of the existing streets shall be repaired in kind to existing condition at no additional cost to Owner.

D. Contractor is responsible to locate horizontally and vertically all existing utilities within limits of disturbance and protect throughout duration of project. Utilities present include water, gas, electrical, CATV, AT&T, etc., but may not be limited to these within the limits of disturbance.

E. All earthwork or any other material quantities for full depth reclamation (FDR) shall be included in the Contractor's Lump Sum Bid and are the responsibility of the Contractor to haul-in or haul-off at no additional cost to the owner in order to complete the scope of work.

F. Contractor shall have a Site Superintendent on-site at all times while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be available to City and adjacent property owners to answer or direct questions concerning the project.

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 **2:30 PM** local time on **Wednesday, June 3, 2026**. 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 email to the City of Dacula, City Engineer – Kevin D. Whigham, P.E.) 442 Harbins Road, Dacula, Georgia 30019, City Hall phone number 770-963-7451, email kevin.whigham@daculaga.gov no later than **Thursday, June 11, 2026 by 4:00 PM**.

All areas of work illustrated on the Drawings are approximate and may not illustrate all items of repair and/or replacement. Contractor shall visit site to observe, document, and measure all scope items for preparing his own Bid for the project.

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project by observing and measuring the orange painted areas for asphalt milling and repaving. Existing grades and crown of roadway shall be reestablished to direct stormwater towards existing storm inlets. All streets will be repaved to existing lengths and widths 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.

Attention of Bidders is particularly called to the requirements regarding conditions of employment and minimum wage rates to be paid on this project, and that the contractor and subcontractor must comply with all Federal, State, and local requirements. Minority and female owned firms are encouraged to participate in this Local and State funded project. Procurement will be in compliance with the Uniform Administrative Requirements, 2 CFR 200.318-326. Potential respondents are particularly called to the requirements of Title VI; Civil Rights Act of 1964 and 24 CFR 570.602; and Executive Order 11246 - Equal Employment Opportunity and Affirmative Action.

Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons particularly persons who are recipients of HUD assistance for housing. For more information on Section 3, contact the Fair Housing and Equal Opportunity representative of HUD at (404) 331-5001, Ext. 2473. Neither the United States nor any of its departments, agencies or employees is or will be a party of any contract awarded pursuant to this invitation to bid.

A. BASE BID – “Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project” – 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.

Notice to Proceed will be issued during the Pre-Construction meeting. All required paperwork such as Performance and Payment bonds for 100% of the Contract amount which will be submitted to the City along with a Schedule of Values (Unit Prices), Certificate of Insurance, Contractor’s Security and Immigration Affidavit, a list of Subcontractors to be used on the project and Subcontractor’s Security and Immigration Affidavits shall be provided to the City at City Hall located on Harbins Road, in Dacula, Georgia before construction begins.

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.

The Contractor will have Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project. The City of Dacula will charge the Contractor Five-Hundred Dollars and no cents (\$500.00) per day for liquidated damages for every day past the completion of the Contract. Notice to Proceed will be issued during the Pre-Construction meeting. All required paperwork such as Performance and Payment bonds for 100% of the Contract amount which will be submitted to the City along with a Schedule of Values (Unit Prices), Certificate of Insurance, Contractor's Security and Immigration Affidavit, a list of Subcontractors to be used on the project and Subcontractor's Security and Immigration Affidavits shall be provided to the City at City Hall located on Harbins Road, in Dacula, Georgia before construction begins.

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:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____

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

BID PROPOSAL FORM

00 300-7

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:

CONTRACT

00 500-1

SECTION 00 500

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the City of Dacula, Georgia, herein called "Owner", acting herein through its Mayor, Hon. Hugh D. King, III, 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 "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" 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 City of Dacula "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" as follows:

The scope of work for Brookton Chase Court includes performing Full Depth Reclamation (FDR) which requires milling 3-1/2" of existing asphalt and subgrade material; then mixing Type I Portland Cement at a spread rate of 65 lbs/sy. Contractor will then install 2" of 19mm asphalt binder course; apply tack coat and then top with 1-1/2" of Type 2 - 'F' Mix (9.5mm) surface course asphalt pavement. Contractor shall re-establish crown in center of road when installing pavement to promote positive drainage to existing curb & gutter and storm drainage inlets. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 1-1/2" to 2-1/2".

Brookton Downs Subdivision consists of Brookton Drive, Brookton Lane, and Brookton Woods Way. Brookton Drive and Brookton Lane have been repaved multiple times over the years, so asphalt is built up above the gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3-3/4" to 5". Contractor will utilize variable depth milling to re-establish crown in center of road and to achieve proposed pavement that is flush with gutter line. A tack coat will then be applied prior to installing 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) Surface Course Pavement over the entire streets.

In addition, on Brookton Drive at about Station 1+50 the pavement has been lifted by what appears to be tree roots. Existing asphalt shall be deep patched milled an additional 6" to clear any tree roots, then filled with 25mm superpave asphalt prior to variable milling and repaving as described in paragraph above. Approximate deep patch milled area is marked by city with orange paint.

Brookton Woods Way existing asphalt appears flush with gutter line but will also need variable depth milling to re-establish crown in center of road and to ensure proposed pavement is flush with gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3" to 3-1/2". Once milling is complete, contractor shall install a tack coat and then install 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) surface course pavement over the entire street.

Contractors shall visit the streets identified to determine their own quantities for bidding the project. Orange paint markings on Brookton Chase Court shall be ignored since entire street will undergo FDR. The project service area includes improvements for the entire length of Brookton Chase Court (approximately 2,016 L.F. +/-), Brookton Drive (approximately 1,268 L.F. +/-), Brookton Lane (approximately 1,733 L.F. +/-), and Brookton Woods Way (approximately 519 L.F. +/-). All streets are approximately 24' wide from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

LMIG, LRA, and SPLOST funds will be utilized by the City of Dacula for the scope of work to improve these city streets. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements. A Pavement Evaluation Report for the Subdivision has been completed and provided by Southern Geotechnical Consultants (SGC) as previously mentioned to determine the existing asphalt and base thicknesses and condition of soil subgrade.

As previously stated, the centerline of the streets shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter line to provide for adequate drainage of the streets.

Thermoplastic Stop Bar Striping and any other existing striping shall be replaced to match existing conditions in-kind. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

Contractor shall include in their Base Bid all costs for adjusting any sewer manholes, water valves, or other utilities encountered, and for all materials needed to raise any valves or other covers flush within the finished surface of the road to complete the scope of work as described by the Contract Documents and Drawings.

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 Sixty (60) 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. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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.

Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.
- C. The limits of work for this project are limited to that area within right-of-way of City of Dacula. Contractor shall not disturb private residential properties, unless required to complete scope of work and then shall minimize disturbance to as little as possible. Any disturbance outside of the existing streets shall be repaired in kind to existing condition at no additional cost to Owner.
- D. Contractor is responsible to locate horizontally and vertically all existing utilities within limits of disturbance and protect throughout duration of project. Utilities present include water, gas, electrical, CATV, AT&T, etc., but may not be limited to these within the limits of disturbance.
- E. All earthwork or any other material quantities for full depth reclamation (FDR) shall be included in the Contractor's Lump Sum Bid and are the responsibility of the Contractor to haul-in or haul-off at no additional cost to the owner in order to complete the scope of work.

CONTRACT

00 500-4

- F. Contractor shall have a Site Superintendent on-site at all times while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be available to City and adjacent property owners to answer or direct questions concerning the project.

Contractor shall have a Site Superintendent on-site at all times, while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be available to City Engineer and adjacent property owners to answer or direct questions concerning the project.

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 **2:30 PM** local time on **Wednesday, June 3, 2026**. 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 email to the City of Dacula, City Engineer – Kevin D. Whigham, P.E.) 442 Harbins Road, Dacula, Georgia 30019, City Hall phone number 770-963-7451, email kevin.whigham@daculaga.gov no later than **Thursday, June 11, 2026 by 4:00 PM.**

All areas of work illustrated on the Drawings are approximate and may not illustrate all items of repair and/or replacement. Contractor shall visit site to observe, document, and measure all scope items for preparing his own Bid for the project.

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project by observing and measuring the orange painted areas for asphalt milling and repaving. Existing grades and crown of roadway shall be reestablished to direct stormwater towards existing storm inlets. All streets will be repaved to existing lengths and widths 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.

Attention of Bidders is particularly called to the requirements regarding conditions of employment and minimum wage rates to be paid on this project, and that the contractor and subcontractor must comply with all Federal, State, and local requirements. Minority and female owned firms are encouraged to participate in this Local and State funded project. Procurement will be in compliance with the Uniform Administrative Requirements, 2 CFR 200.318-326. Potential respondents are particularly called to the requirements of Title VI; Civil Rights Act of 1964 and 24 CFR 570.602; and Executive Order 11246 - Equal Employment Opportunity and Affirmative Action.

Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons particularly persons who are recipients of HUD assistance for housing. For more information on Section 3, contact the Fair Housing and

Equal Opportunity representative of HUD at (404) 331-5001, Ext. 2473. Neither the United States nor any of its departments, agencies or employees is or will be a party of any contract awarded pursuant to this invitation to bid.

CONTRACTOR shall perform the above scope of work, hereinafter called the "Project", for a lump sum, fixed price of _____ Dollars.

(\$_____); and all extra work in connection therewith, under the terms as stated in the Contract Bid Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.

CONTRACTOR shall provide OWNER with Certificate of Insurance and Performance and Payment Bonds as required by these Contract Documents.

This is a lump sum, fixed price Contract. Notwithstanding any other provision of this Contract, the amount to be paid to Contractor by the City shall not exceed _____ Dollars (\$_____) without the prior written approval of the Mayor and Council of the City of Dacula. Any change order which increases the Contract price by more than \$15,000.00 must be approved in advance by a formal vote of the Mayor and City Council of the City of Dacula at a duly called meeting.

A. BASE BID – "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" – 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.

CONTRACT

00 500-6

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 Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.

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)

CONTRACT

00 500-7

ATTEST:

CITY OF DACULA

By: _____

(City Administrator)

ATTEST:

(Seal)

(Contractor)

By: _____

(Witness)

BONDS AND CERTIFICATES

00 600-1

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

GENERAL CONDITIONS

00 700-1

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 Dacula City Engineer, Kevin D. Whigham, P.E., 770-963-7451 or kevin.whigham@daculaga.gov. The only other directions the Contractor may respond are those issued by the City of Dacula Council, Mayor, City Administrator, or City Planner.
- 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City Engineer's review, in accordance with paragraph 9.8.2 of the General Conditions. The City 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 City 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 City 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 City 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 "City Engineer", City of Dacula, 442 Harbin Road, Dacula, Georgia 30019.
- 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 approved and signed by the City Administrator.

- 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 City 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 City 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 weekdays (Monday thru Friday) lost

to the weather from the start of work until the building is enclosed, as defined by the City 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 City Engineers, or any other source chosen to be recognized by the City 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 a 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 City 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 City 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 City 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 City 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 City Engineer only, from the City 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 City 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 City 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 City 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 City 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 City 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 City 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. "City Engineer" means the Architect or City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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. "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving 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
 442 Harbins Road
 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.

ADDENDA AND CLARIFICATIONS

00 900-1

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 _____, 2026.
- b. Addendum No. 2, dated _____, 2026.
- c. Addendum No. 3, dated _____, 2026.

Copies of these documents are included herein.

PART 2 - N/A

PART 3 - N/A

End of Section

**PROJECT SCOPE OF WORK
& PERFORMANCE SPECIFICATIONS
FOR
"BROOKTON CHASE COURT AND BROOKTON DOWNS SUBDIVISION
ASPHALT REPAVING PROJECT"**

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 "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" 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 City of Dacula "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" as follows:

The scope of work for Brookton Chase Court includes performing Full Depth Reclamation (FDR) which requires milling 3-1/2" of existing asphalt and subgrade material; then mixing Type I Portland Cement at a spread rate of 65 lbs/sy. Contractor will then install 2" of 19mm asphalt binder course; apply tack coat and then top with 1-1/2" of Type 2 - 'F' Mix (9.5mm) surface course asphalt pavement. Contractor shall re-establish crown in center of road when installing pavement to promote positive drainage to existing curb & gutter and storm drainage inlets. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 1-1/2" to 2-1/2".

Brookton Downs Subdivision consists of Brookton Drive, Brookton Lane, and Brookton Woods Way. Brookton Drive and Brookton Lane have been repaved multiple times over the years, so asphalt is built up above the gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3-3/4" to 5". Contractor will utilize variable depth milling to re-establish crown in center of road and to achieve proposed pavement that is flush with gutter line. A tack coat will then be applied prior to installing 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) Surface Course Pavement over the entire streets.

In addition, on Brookton Drive at about Station 1+50 the pavement has been lifted by what appears to be tree roots. Existing asphalt shall be deep patched milled an additional 6" to clear any tree roots, then filled with 25mm superpave asphalt prior to variable milling and repaving as

described in paragraph above. Approximate deep patch milled area is marked by city with orange paint.

Brookton Woods Way existing asphalt appears flush with gutter line but will also need variable depth milling to re-establish crown in center of road and to ensure proposed pavement is flush with gutter line. Existing asphalt cores based on SGC report reveal asphalt thicknesses of 3" to 3-1/2". Once milling is complete, contractor shall install a tack coat and then install 1" of 'D' mix asphalt binder course pavement. An additional tack coat will then be applied prior to installing 1-1/2" of Type 2 - 'F' mix (9.5 mm) surface course pavement over the entire street.

Contractors shall visit the streets identified to determine their own quantities for bidding the project. Orange paint markings on Brookton Chase Court shall be ignored since entire street will undergo FDR. The project service area includes improvements for the entire length of Brookton Chase Court (approximately 2,016 L.F. +/-), Brookton Drive (approximately 1,268 L.F. +/-), Brookton Lane (approximately 1,733 L.F. +/-), and Brookton Woods Way (approximately 519 L.F. +/-). All streets are approximately 24' wide from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

LMIG, LRA, and SPLOST funds will be utilized by the City of Dacula for the scope of work to improve these city streets. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements. A Pavement Evaluation Report for the Subdivision has been completed and provided by Southern Geotechnical Consultants (SGC) as previously mentioned to determine the existing asphalt and base thicknesses and condition of soil subgrade.

As previously stated, the centerline of the streets shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter line to provide for adequate drainage of the streets.

Thermoplastic Stop Bar Striping and any other existing striping shall be replaced to match existing conditions in-kind. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

Contractor shall include in their Base Bid all costs for adjusting any sewer manholes, water valves, or other utilities encountered, and for all materials needed to raise any valves or other covers flush within the finished surface of the road to complete the scope of work as described by the Contract Documents and Drawings.

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 Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.

PROJECT SCOPE & PERFORMANCE SPECIFICATION

01 000-3

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. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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.

Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.
- C. The limits of work for this project are limited to that area within right-of-way of City of Dacula. Contractor shall not disturb private residential properties, unless required to complete scope of work and then shall minimize disturbance to as little as possible. Any disturbance outside of the existing streets shall be repaired in kind to existing condition at no additional cost to Owner.
- D. Contractor is responsible to locate horizontally and vertically all existing utilities within limits of disturbance and protect throughout duration of project. Utilities present include water, gas, electrical, CATV, AT&T, etc., but may not be limited to these within the limits of disturbance.
- E. All earthwork or any other material quantities for full depth reclamation (FDR) shall be included in the Contractor's Lump Sum Bid and are the responsibility of the Contractor to haul-in or haul-off at no additional cost to the owner in order to complete the scope of work.
- F. Contractor shall have a Site Superintendent on-site at all times while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be

PROJECT SCOPE & PERFORMANCE SPECIFICATION

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available to City and adjacent property owners to answer or direct questions concerning the project.

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

1.3 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 reestablishing crown in center of street as well as maintaining the existing pavement alignments, grades, and elevations.
- 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

PROJECT SCOPE & PERFORMANCE SPECIFICATION

01 000-5

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. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) 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. 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 curb and gutter.
 - 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)
- 1.2 Contractor shall submit weekly Wage Hour Payrolls and Section 3 Monthly Reports in accordance with Davis-Bacon requirements and any other paperwork required by CDBG. Once the City receives these documents and approval of same, and submitted Application for Payment, then the City will remit payment to Contractor within thirty (30) days. See Appendix for Wage Hour Payroll Form and Section 3 Monthly Report Form.
- 1.3 The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a)(3)(i).
- 1.4 Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or Subcontractor or his or her agent who pays or supervised the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including helper, apprentices, and trainee) employed on the contract during the payroll period has been paid the fully weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for the submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

- 1.5 If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Failure to submit the required records upon request may be grounds for debarment action pursuant to 29 CFR 5.12.

PART 2 - PRODUCTS – N/A

PART 3 - EXECUTION – N/A

End of Section

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

PROJECT:

APPLICATION NO.:
 PERIOD TO:
 PROJECT NOS.:
 CONTRACT DATE:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

FROM CONTRACTOR:

VIA ENGINEER:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE \$
 (Column G on G703)
5. RETAINAGE:
 - a. _____% of Completed Work \$ _____
 (Columns D + E on G703)
 - b. _____% of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE \$
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

(Instructions on reverse side)

PAGE OF PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ENGINEER' PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

QUALITY CONTROL

01 400-1

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 and City Engineer.
- 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 Owner, 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 handwritten 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

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS 01 500-3

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

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 City Engineer's review", this refers to review during bidding only. Otherwise, the following substitution provisions must be observed to use any manufacturer not listed.

2. REQUESTS FOR PRIOR APPROVAL

- A. During bidding, the City 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 City 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, City 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.

PRIOR APPROVALS AND SUBSTITUTIONS

01 630-2

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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 City 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. City Engineer's/Consultant's redesign fee.
 6. The proposed substitution satisfies Code Official's interpretations of all applicable codes.

PRIOR APPROVALS AND SUBSTITUTIONS

01 630-3

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- 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.

PRIOR APPROVALS AND SUBSTITUTIONS

01 630-4

REQUEST FOR PRIOR APPROVAL

PROJECT: _____ DATE SUBMITTED: _____

CONTRACTOR: _____ BID DATE: _____

SUB CONTRACTOR: _____ SUPPLIER: _____

SPEC SECTION: _____ PARAGRAPH: _____ TITLE: _____

<u>PRODUCT SPECIFIED</u>	<u>PAGE NO.</u>	<u>PRIOR APPROVAL PRODUCT</u>
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 : _____

PRIOR APPROVALS AND SUBSTITUTIONS

01 630-5

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 no liens.
 4. Subcontractor Statutory Affidavits ensuring no liens.

5. Certificate of Substantial Completion
6. All required CDBG documentation and final payrolls.

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

PROJECT: "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project"

LOCATION: Brookton Chase Court, Brookton Drive, Brookton Lane, and Brookton Woods Way within the City Limits of Dacula, GA

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:

SUBCONTRACTOR WARRANTY FORM

01 741-1

PROJECT: "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project"

LOCATION: Brookton Chase Court, Brookton Drive, Brookton Lane, and Brookton Woods Way within the City Limits of Dacula, GA

OWNER: City of Dacula, Georgia

We _____, Contractor
(Company name)
for _____, as described in Specification Section (s) _____
(List Trade)

do hereby warrant that all labor and materials furnished, and work performed in conjunction with the above referenced project 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 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: _____

STATUTORY AFFIDAVIT

TO: CITY OF DACULA
Dacula, Georgia

Contract entered into the _____ day of _____, 2026 between the above-mentioned parties for the "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated May 7, 2026.

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 _____, 2026.

(Signature)

CERTIFICATE OF THE CONTRACTOR

01 742 -2

(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.

(Notary Public)

My commission expires

STATUTORY AFFIDAVIT

TO: CITY OF DACULA
Dacula, Georgia

Contract entered into the _____ day of _____, 2026 between the above mentioned parties for the "Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated May 7, 2026.

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 Subcontractor's material men, 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 Subcontractor 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 of the Subcontractor's employees 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 _____, 2026.

(Signature)

(Title)

(Firm)

CERTIFICATE OF THE SUBCONTRACTOR / 01 742.1 -2

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 _____, 2026.

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 _____, 2026.

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)

DEMOLITION

02 050-1

SECTION 02 050

DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

- A. Work described in this section includes demolition and removal of possible subgrade and base material and milled asphalt pavement. Subgrade, base material and asphalt pavement may be removed by full depth reclamation operations. Asphalt millings may be removed for standard and deep patch milling. Refer to Section 01 000, Contract Documents, Project Scope & Performance Specification, and 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

DEMOLITION

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- A. Materials to be disassembled and reused shall be handled and stored in a manner and placed so as to prevent damage.
- B. 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.

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

EARTHWORK

02 200-1

SECTION 02 200

EARTHWORK

PART 1 - GENERAL

1.1 SCOPE

- A. Earthwork and fill operations may be required for any asphalt pavement subgrade issues that may arise or as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings are part of the scope of the project. All other earthwork and fill operations underneath pavement are only required if other subgrade issues arise during construction. 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 a 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 benchmarks 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

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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 consist 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.

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- 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 1-1/2" sieve, 95-100% passes the 1" sieve, 25-60% passes the 1/2" 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 3/4-inch sieve, 80% passing a 3/8-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 fines 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 trenches 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, topsoil, 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, 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, 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 additional 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 that the Contractor disturbs outside of edge of pavement. Contractor shall stabilize all disturbed areas with permanent grassing.
- 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 Drawings or not. 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 logbook 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.)*
- D. 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 a temporary sediment trap 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

22-1203

SITE CONCRETE

02 514-1

SECTION 02 514

SITE CONCRETE

PART 1 - GENERAL

1.1 SCOPE

- A. No Site Concrete work is required by the Contractor unless existing concrete areas of curb & gutter and/or concrete driveways are damaged by the Contractor during completion of the scope of work.
- B. Type I Portland Cement will need to be provided for Full Depth Reclamation (FDR) on Brookton Chase Court at a spread rate of 65 lbs/sy.
- C. If required, this section also consists of furnishing and installing Portland cement concrete for any site improvements to repair damaged areas which may include curb & gutter, driveway aprons, 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 benchmarks, 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 ACI 301.

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

- 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 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.

2.6 FORM MATERIALS

- A. Form materials shall comply with the requirements of ACI 301.

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. Curb & Gutter and 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. Only required if damaged by Contractor due to tracking, repaving, and/or tack coat applications.

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 Full Depth Reclamation (FDR) and asphalt tack coats, asphalt binder, and surface course for asphalt milling and repaving. Also includes one area for deep patch milling on Brookton Chase Court to clear tree roots. 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. Recycled asphaltic concrete must be approved by City of Dacula before it is allowed to be used on any projects 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:

<u>SEIVE SIZE</u>	<u>PERCENT Intermediate or Leveling Course (Type "B")</u>	<u>PASSING Surface Course (Top) (Type "F")</u>
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

- 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

- 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. Brookton Chase Court (only) shall receive Full Depth Reclamation (FDR):

Minimum Thickness

- 1. Existing asphalt, base, and subgrade milling/mixing..... 3-1/2"
- 2. Mix with Type I Portland Cement at a spread rate of..... 65 lbs/sy
- 3. 19 mm asphalt binder course..... 2"
- 4. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 5. Type 2 – 'F' Mix (9.5 mm) Asphalt Surface Course 1-1/2"

- B. Brookton Drive and Brookton Lane Asphalt Milling and Repaving shall receive: (One area on Brookton Drive at Station 1+50 requires an additional 6" deep patch milling to clear tree roots that has lifted pavement; fill area with 25mm asphalt pavement).

Minimum Thickness

- 1. Asphalt Milling (multiple layers of existing pavement requiring thicker variable depth milling to re-establish crown in center of road and to achieve proposed pavement that is flush with gutter line.
- 2. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 3. 'D' Mix (Metro-Flex or equivalent 'D' Mix) Asphalt Binder Course 1"
- 4. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 5. Type 2 – 'F' Mix (9.5 mm) Asphalt Surface Course 1-1/2"

- C. Brookton Woods Way shall receive:

Minimum Thickness

- 1. Asphalt Milling (existing pavement flush with gutter line so normal variable depth milling required to re-establish crown in center of road and to achieve proposed pavement that is flush with gutter line.
- 2. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 3. 'D' Mix (Metro-Flex or equivalent 'D' Mix) Asphalt Course 1"
- 4. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 5. Type 2 – 'F' Mix (9.5 mm) Asphalt Surface Course 1-1/2"

- D. 'D' Mix (Metro-Flex) Asphalt Course or equivalent 'D' Mix is required. Contractor to submit Job Mix Formula to Engineer for review.

- E. All asphalt pavements shall have a minimum slope of 1/8" for each 1'. Contractor to build up new crown in road at centerline for positive.

3.6 ASPHALT PAVEMENT DEEP PATCH:

- A. Asphalt pavement patching shall be performed for those sections of roadway as marked with orange paint in the Field by the City and City's Representative and as indicated in the Scope of Work and Performance Specification and Drawings.
- B. Work includes removing, transporting, and disposing of the removed milled asphalt pavement material; and cleaning the remaining pavement surface.
- C. All demolished material shall be taken to a State Approved Facility at no additional cost to Owner.

3.7 BITUMINOUS TACK COAT

- A. Apply asphalt tack coat to existing asphalt deep patch areas and binder course 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 MARKINGS

PART 1 - GENERAL

1.1 SCOPE

- A. All traffic markings striped in the existing condition shall be included in the Construction contract. Traffic markings consist of double yellow centerline striping at entrances off of Harbins Road and stop bar striping at each intersection. Contractor restripe to match existing conditions.
- B. The scope of pavement markings includes:
 - 1. Thermoplastic Stop Bar where new pavement is installed and as indicated on the Drawings.
 - 2. If existing roads have other paint markings, then Contractor shall stripe and paint to match existing condition.

The work covered by this section consists of furnishing all materials and labor for providing traffic and pavement markings included 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.

PART 2 - PRODUCTS

2.1 GENERAL

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

2.2 PAINT/THERMOPLASTIC

- A. Paint shall be heavy duty, latex based traffic paint of a manufacturer reviewed and acceptable to City of Dacula.
- B. Paint color shall be white in the parking areas, yellow in areas of two-way traffic and blue for all handicap parking and handicap aisle striping.
- C. Paint shall conform to Georgia D.O.T. Standard Specifications, paragraphs 652.01, 652.03, and 652.04.
- D. Thermoplastic shall be of a manufacturer reviewed and acceptable City of Dacula.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that all of the pavement is complete and acceptable to the Owner and the Fire Marshal prior to pavement marking application.

3.2 PREPARATION

- A. Thoroughly clean all areas to receive pavement marking. This will include sweeping and such 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 the Architect prior to application of pavement markings.

TRAFFIC PAVEMENT MARKING

02 580-3

- B. All pavement markings and striping within the project Site shall consist of the following: Thermoplastic coating shall be applied for all Arrows, Crosswalks, and Stop Bars. All other pavement markings and striping including handicap symbols shall be applied with approved traffic paint.
- C. All pavement markings and striping for any road widening, deceleration lanes, acceleration lanes, and/or left turn lanes within City of Dacula right-of-way shall be Thermoplastic unless otherwise approved by City of Dacula.
- D. Thermoplastic coating (1 coat) shall be applied as recommended by manufacturer.
- E. Apply paint only under favorable weather conditions above 50-degree F.
- F. Apply paint strictly in accordance with manufacturer's written instructions.
- G. Apply paint with mechanical equipment to provide uniform straight edges.
- H. Apply a minimum of two coats paint to a dry film thickness of 15 mils. All pavement markings shall present a uniform appearance. Lines shall be 4" wide and installed with a striping machine. No uneven letters will be accepted. All letters and numbers shall be 6" high.
- I. Protect work from traffic or public access until paint is completely dry.
- J. Repaint any existing pavement markings damaged during construction.

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. There is no Site Drainage required within the scope of work for this project. This section is required only if Contractor damages existing storm structures that will be required to repaired and/or replaced.

1.2 SUBMITTAL

- A. Product data: Submit for each type of piping material, prefabricated structure, and casting. Indicate product descriptions and installation procedures.
- B. As-builts: Contractor shall provide Owner with two (2) copies of an "as-built" plan of all underground utilities illustrating the location of each with dimensions illustrated to the building and/or curb line from each underground utility after construction is complete.
- C. In the event that site drainage structures are not maintained during the construction process to the satisfaction of City of Dacula, an interim as built may be required to establish the extent of deficiencies.
- D. 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 or 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 sewer 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.
- 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.
- 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 sewer 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-builts 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

LAWNS AND GRASSES

02 930-1

SECTION 02 930

LAWNS AND GRASSES

PART 1 - GENERAL

- 1 DESCRIPTION: Work described in this section consists of the establishment of grassing of 100% of all areas disturbed or damaged by paving operations and storage of equipment, outside of those areas covered by pavement 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 trademark, 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 (Fescuta 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 yard and ditch regrading areas in front of property owner's yard where Sod is visibly established. Contractor shall replace Sod in kind and match existing condition.
 - 2.4.1. 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 (\pm 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

APPENDIX

for

City of Dacula

Brookton Chase Court and Brookton Downs Subdivision
Asphalt Repaving Project

- Asphalt Core report by Southern Geotechnical Consultants, LLC.
- Project Drawings dated 05-07-2026.



2660 White Sulphur Road ♦ Gainesville, Georgia 30501
770.536.5220 phone ♦ office@southerngeotech.com
14476 Duval Place West Suite 803 ♦ Jacksonville, Florida 32218

Geotechnical Engineering ♦ Special Inspections ♦ CMT ♦ Environmental Services

ENGINEERING REPORT

To: Mr. Kevin Whigham

From: Mr. Rodney Clark

Date: April 20, 2026

Re: Pavement Evaluation of Brookton Chase Court, Brookton Drive and Brookton Lane
SGC Project No. 14612G, Report No. 138304

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, twenty-one 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.
- Portions of the existing roadways have been repaved several times and differentiating the layers of pavement was not possible. The total thickness of the pavement was measured and recorded.
- The roadway for Brookton Chase Court will need to be repaired by utilizing full-depth reclamation (FDR). The mix will need to be mixed at 65 pounds per square yard using Type I cement for stabilization. The remaining roadways can be variable milled to match the curb and gutter and topped with a new surfacing course.

TABLE 1 – PAVEMENT CORE SUMMARY

Core No.	Approximate Pavement Thickness, inches	Approximate Depth of Base Course, inches	Subgrade Condition
1	2	6½	Firm
2	1 ⁷ / ₈	6½	Firm
3	2 ¹ / ₄	6	Firm
4	2	5½	Firm
5	1½	6	Firm
6	1½	6½	Firm
7	2½	6½	Firm
8	2	4½	Firm
9	5	6	Firm
10	4½	4½	Firm
11	4½	6	Firm
12	4 ¹ / ₄	6	Firm
13	4 ¹ / ₄	6 ¹ / ₄	Firm
14	5	6 ¹ / ₄	Firm
15	3 ³ / ₄	6	Firm
16	4½	6½	Firm
17	4½	6½	Firm
18	4	7	Firm
19	5½	6 ⁷ / ₈	Firm
20	3	6	Firm
21	3½	5½	Firm

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



Adapted from Google Maps



SITE LOCATION PLAN BROOKTON CHASE COURT, BROOKTON DRIVE AND BROOKTON LANE DACULA, GEORGIA	DATE : 4/20/2026	REPORT NO. 138304
	DRAWN BY : RC	PROJECT NO. 14612G
	HORIZ. SCALE : NTS	PLATE NO. 1



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: May 1, 2026
SUBJECT: CDBG Subrecipient Agreement for the Sanjo Street improvement project

The City of Dacula is a subrecipient of FFY 2025 Community Development Block Grant (CDBG) funds. The City was awarded \$260,187.00 for the Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project. Project funds must be spent no later than December 31, 2029 to be reimbursed. The Subrecipient Agreement between the City of Dacula and Gwinnett County has been provided for your consideration.

Staff requests a motion granting Mayor and staff the authorization to sign the provided Subrecipient Agreement as required.



STATE OF GEORGIA
COUNTY OF GWINNETT

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)
PUBLIC FACILITY

In Process

Between

GWINNETT COUNTY *and*
CITY OF DACULA

Federal Fiscal Year 2025 Funds

HUD GRANT NO: CDBG-2025
 GWINNETT COUNTY AGREEMENT NO.: AD-CD-25-15

SUBRECIPIENT AGREEMENT FOR USE OF
 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
 CFDA # 14.218
 BETWEEN
 GWINNETT COUNTY, GEORGIA
 AND
 CITY OF DACULA

 442 Harbins Road
 Dacula, GA, 30019

THIS AGREEMENT, made and entered into on the 1st day of January 2025, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **CITY OF DACULA** a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County; The approval of the award of CDBG funds included in this Agreement by the County occurred on the **08/05/2025** and represents a subaward of federal funds, as defined in 2 CFR 200.92.

WITNESSETH:

WHEREAS, Gwinnett County has received an FFY **2025** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, **Two Hundred Sixty Thousand One Hundred Eighty Seven Dollars(\$260,187.00)** ,from FFY **2025** CDBG funds has been awarded to the Subrecipient; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with the applicable and non-applicable regulations included in Exhibit 6.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** - The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Gwinnett County Housing and Community Development Division shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **12/31/2029**.
2. A. **Uniform Administrative Requirements** - The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any

subsequent amendments. Special attention should be paid to 2 CFR 200, as it supersedes and streamlines into one document the requirements previously contained in OMB Circulars A-21, A-50, A-87, A-102, A-110, A-122, A-133, and in 24 CFR 84 and 24 CFR 85. The requirements in 2 CFR 200 applies to all federal funds award by the County after December 26, 2014, which includes all FFY 2020 CDBG funds awarded through this Agreement.

B. **Other Program Requirements** - The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).

3. **Procurement** - The Subrecipient shall be responsible for the procurement of all supplies, equipment, services, and construction necessary for the implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 - 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [2 CFR 200, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

The Subrecipient shall prepare or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the described procurement requirements.

4. **Property Acquisition and Relocation Services** - The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18 of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding; the requirements of 24 CFR Part 570.505 governing change of use and property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5, or 6.
5. **"Force Account" Work** - The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of a proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

6. **Record Keeping/Reporting**

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and 24 CFR 570, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the

Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement

B. Programmatic Record-Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities, the Subrecipient shall provide, every month, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The five year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. **Subrecipient's Obligation** - The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it is understood that the County has a responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
8. **"Hold Harmless"** - The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. **Funding** - The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), before receiving proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.
10. **Environmental Clearance** - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, promptly, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditional based on the

County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. **Wage Rates** - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County before initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
12. **Technical Assistance** - The County agrees to provide technical assistance to the Subrecipient in the form of oral or written guidance and on-site assistance regarding CDBG procedures and project management. Technical assistance is provided to the Subrecipient as requested and at other times at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.
13. **Review Authority** - The County shall have the authority to review all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information to review the same.
14. **Agreement Suspension and Termination** - In accordance with the provisions of 2 CFR 200.338 – 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may terminate for convenience in accordance with 2 CFR 200.338 – 200.342. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement, which remain unobligated or unspent upon such date of termination, shall automatically revert to the County.
15. **Agreement Amendment(s)** - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which is attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such an amendment shall be submitted in written form to the Gwinnett County Housing and Community Development Division in a format prescribed by the Housing and Community Development Division. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
16. **Effective Date and Termination Date** - The effective date of this Agreement is the date specified on page 1 of this Agreement. The termination date of this Agreement is **12/31/2029**.
17. **Program Income** - If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 2 CFR 200.307 and 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- B. Any such program income must be paid to the County within seven calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility to the County to maintain appropriate record-keeping and report on the generation and receipt of such program income.
- D. In the event of a closeout or change in the status of the Subrecipient, any program income that is on hand or received after the closeout or change in status shall be paid to the County within thirty (30) calendar days of the official date of the closeout or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in the status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, or instructions.
18. **Real Property** - The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 – 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:
- A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days before any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

Paragraph 18.b. is modified from prior year Subrecipient Agreements, per HUD suggested language offered during on-site monitoring of another Urban County in the Atlanta region in August 2005.

B. Change in Real Property Status

1. Sale of Property

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, before such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice of and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.
 - (b) If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.
 - (c) If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.
- C. Any program income generated from the disposition or transfer of property before or after the closeout, change of status, or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity, which is carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items, and other items determined by the County to be applied to the specific lease:
- (1) The beginning and end dates of the lease [at least five (5) years to be eligible for CDBG funding assistance].
 - (2) Identification of the parties to the lease; i.e., the Lessor shall be the County, and the Lessee shall be the Subrecipient.
 - (3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.
 - (4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
 - (5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
 - (6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.

- (7) The lease must contain maintenance of property statement indicating that the property(s) and/or structure(s), which is the subject of the lease agreement, will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and this Subrecipient Agreement.
 - (9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
 - (10) The lease must contain an indemnification statement, as specified by the County.
 - (11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 - (12) The lease may contain special conditions unique to the specific lessor/lessee circumstances or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease [minimum fifteen (15) years] must be executed which meets the standards specified in Section 18(d), above. Prior to the execution of the said lease, the County must approve the form and content of the Lease Agreement to ensure compliance with the terms of this Agreement.
- F. Private non-profit Subrecipient organizations must also execute a real property use document(s) with the County. Such document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

19. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities

must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, are not be triggered, the Subrecipient shall provide to the Gwinnett County Housing and Community Development Division Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all Subrecipients, any organizations or cities which expend a total of more than \$0.00, but less than \$500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- (1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR 200.500 – 200.520 and have met those requirements as applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- (2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- (3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- (4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- (5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews will be taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;
- (6) At the end of each fiscal year, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gwinnett County Housing and Community Development Division as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gwinnett County Housing and Community Development Division later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient, which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

In Process

The Subrecipient shall comply with all the applicable requirements of 2 CFR 200 and 24 CFR 570 [CDBG Regulations], as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gwinnett County Housing and Community Development Division upon request.

20. Faith-based activities

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.
- F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u) and implementing regulations at 24 CFR part 135.

21. **Recognition of CDBG Program Funding from Gwinnett County**

- A. The Subrecipient shall ensure that the Gwinnett County Board of Commissioners & Housing and Community Development Division is provided the proper recognition, as follows.
 - (1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities
 - a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.
 - b. Subrecipient will have as its contact point the Gwinnett County Housing and Community Development Division, to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide the Gwinnett County CDBG Program with adequate lead time to permit proper planning and scheduling for such events. Event notifications to the Gwinnett County Housing and Community Development Division should occur not less than six (6) weeks before the date of any event to permit adequate event planning and scheduling.
 - c. Subrecipient agrees to contact the Gwinnett County Housing and Community Development Division to arrange such events, rather than contacting the Gwinnett

County Board of Commissioners, directly, individually or collectively, to initiate or arrange such events. This procedure is being used by the Gwinnett County government to avoid scheduling conflicts and to provide a consistent method of planning all such events.

- d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.
- e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements, and other published materials shall contain statements that provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.

22. Conflict of Interest

In accordance to 2 CFR 200.112 and 24 CFR 570.611, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement for a CDBG-assisted activity, or with the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived concerning a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities that can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR 200.112 or 24 CFR 570.611 the Subrecipient should immediately contact the Gwinnett County Housing and Community Development Division for guidance. Copies of the Gwinnett County Code of Ethics are available from the Gwinnett County Housing and Community Development Division.

23. Investment Efficiency Reporting

The Gwinnett County Housing and Community Development Division is pioneering a process to permit the County and its Subrecipients to provide local elected officials and program managers with meaningful information on the actual value returned from the investment of CDBG Program funds. Vendors and Subrecipients using CDBG funds must report on the number and value of jobs created or retained, and Subrecipients must report any private or other governmental funds that are invested as a direct result of the expenditure of CDBG funds.

24. **Adhering to Gwinnett County's Vision/Mission/Values:** The Subrecipient recognizes the Prime Recipient's desire to instill Gwinnett County's vision, mission, and values into all grant funded projects and partnerships. The Subrecipient agrees to foster these values through the provision of superior services.
- a. **Vision:** Gwinnett is the preferred community where everyone thrives!
 - b. **Mission:** Gwinnett proudly supports our vibrantly connected community by delivering superior services.
 - c. **Values:**
 - i. **Integrity:** We believe in being honest, building trust, and having strong moral principles.
 - ii. **Accountability:** We believe in stewardship, transparency, and sustainability.
 - iii. **Equity:** We believe in fairness and respect for all.
 - iv. **Inclusivity:** We believe in engaging, embracing, and unifying our communities.
 - v. **Innovation:** We believe in continual adaptation of technology, process, and experience.

The new mandatory reporting process and form is provided in Exhibit 2.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below and the Official Seal of the Subrecipient has been affixed.

FOR: CITY OF DACULA

FOR: GWINNETT COUNTY

Signature

Trey King, Mayor

Name / Title

Signature Date

Signature

Russell Royal, Finance Director,

Gwinnett County Department of Financial Services

Name / Title

Signature Date

[Impress Corporate Seal Here]

Signature

Erik Osetkowski, Division Director,

Gwinnett County Department of Planning and
Development

Name / Title

Signature Date

ATTEST:

ATTEST:

Signature

Brittni Nix, City Administrator

Name / Title

Signature Date

Date Approved: **CITY OF DACULA** Governing Body

Date of Approval

[See Also Attached Exhibit(s)]

Signature

Tina King, County Clerk, Gwinnett County

Name / Title

Signature Date

Approved by: Gwinnett County Board of
Commissioners

Per Minutes Dated 08/05/2025

Approved as to form: _____

Tracy Lettsome, Senior Assistant County Attorney

Note: No Signatures shall be placed within this document on a date prior to action by the governing board of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Board is presented in Exhibit 1.

EXHIBIT 1

In CERTIFICATIONS Process

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gwinnett County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the Housing and Community Development Division, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gwinnett County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
 4. Notifying the employee in the statement required by subparagraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

CITY OF DACULA
442 Harbins Road
Dacula, GA, 30019
Gwinnett County, GA

(p) It will comply with the other provisions of the Act and with other applicable laws.

[CDBG CERTIFICATION SIGNATURE PAGE – PROVIDED ON NEXT PAGE]

COMMUNITY DEVELOPMENT BLOCK GRANT

GRANTEE CERTIFICATIONS

SUBRECIPIENT SIGNATURE PAGE

SIGN:

Signature – Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

Trey King

Name - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

Mayor

Title

Signature Date

In Process

ATTEST:

Brittni Nix

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

City Administrator

Title

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include

workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

In Process

EXHIBIT 2

In SCOPE OF SERVICES Process

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency:	CITY OF DACULA
Activity Name:	Public Facility
Project Number:	AD-CD-25-15
CDBG Priority:	TBD
CDBG Eligibility Citation:	24 CFR 570.201(c)
HUD Objective:	TBD
HUD Outcome:	TBD

ACTIVITY DESCRIPTION

The total FFY 2025 CDBG budget for this activity shall not exceed **Two Hundred Sixty Thousand One Hundred Eighty Seven Dollars(\$260,187.00)**. The Subrecipient shall contribute non-CDBG funds for this activity, if needed, to permit the project to be completed by the termination date. The Subrecipient’s CDBG application listed the total project cost at **Two Hundred Sixty Thousand One Hundred Eighty Seven Dollars(\$260,187.00)** The Agreement shall be effective on **January 1, 2025** and will terminate on **12/31/2029**, after which date, Gwinnett County reserves the right to recapture any remaining unexpended CDBG funds.

Beneficiary Requirements

The Subrecipient shall use the CDBG funds and other non-CDBG funds, if needed, to provide **Public Facility**. Total persons to be served **28** of whom **28 [100.0%]** are income-eligible as defined by the CDBG Program. At least 51% of the households must have income that does not exceed the CDBG Maximum Income Limits applicable at the time the service is provided. Income limits in effect at the time of the preparation of this agreement are contained within the Monthly Services Report, Page 2, of this Exhibit.

General Requirements

A **Monthly Services Report** shall be submitted by the **10th calendar day of the month** following the initial month of operation. A copy of the monthly report shall be transmitted or delivered to the Gwinnett County Housing and Community Development Division Office by the 10th calendar of each month for all months CDBG Public Service funds are being utilized (for services provided during the prior month). The Subrecipient may stop submitting Monthly Service Reports once all Gwinnett County CDBG Public Service funds have been expended, reimbursement has been requested, and the beneficiary goal listed above have been met. The monthly utilization forms shall be retained in the Subrecipient's files and filed with the Gwinnett County Housing and Community Development Division. The services data must be received from the Subrecipient to permit Gwinnett County to record services delivered by the Subrecipient into the HUD Integrated Disbursement and Information System, or any successor or replacement computer system at HUD.

Funds from these grant awards shall only be used to provide services associated with activities identified in this Scope of Services. No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity. Any changes in this agreement shall be requested by the Subrecipient, in writing, and must be approved by Gwinnett County.

Reimbursement Process

Each request for reimbursement must be submitted to the Gwinnett County Housing and Community Development Division, which shall review and recommend reimbursement to the Subrecipient by the Gwinnett County Department of Financial Services.

Each request for reimbursement submitted to the Gwinnett County Housing and Community Development Division by the Subrecipient shall consist of:

- (1) A letter from your agency requesting reimbursement, identifying the activity and the amount of reimbursement requested; and
- (2) Copies of vendor(s) invoices, your agency's payment voucher(s) (if used by your agency), and your agency's check(s) issued to vendor(s) for expenditures contained in the requests for reimbursement; and
- (3) All payments to vendors(s) shall be reviewed and approved, in writing, by an authorized official of the Subrecipient; and
- (4) No reimbursement requests shall be submitted to the Gwinnett County Housing and Community Development Division without the review and written approval by an authorized official of the Subrecipient; and
- (5) No reimbursement requests shall be submitted to the Gwinnett County Housing and Community Development Division until the Subrecipient has issued its check(s) payable to the vendor(s) identified in the requests for reimbursement.
- (6) The Subrecipient shall maintain documentation in its files to substantiate all expenditures/reimbursement requests, and to demonstrate that it has followed its written procurement procedures [see Item 3, of this Agreement] to obtain the goods and/or services associated with the completion of the activity identified in this Scope of Services.

GWINNETT COUNTY CDBG INVESTMENT EFFICIENCY REPORTING

When CDBG funds are expended, Subrecipients and their vendors [i.e., contractors, subcontractors, and architects/engineers] hire or retain employees as a direct result of the expenditure of CDBG funds. Another important product of the expenditure of CDBG funds is the investment of other governmental or private funds by the Subrecipients to implement and carry out CDBG-funded projects/activities.

Gwinnett County recognizes that the creation or retention of jobs and the investment of non-CDBG funds are important contributions to the local economy. In a pilot-test during 2012, the Gwinnett County Housing and Community Development Division analyzed these data and discovered results that were so dramatic that the reporting process will now be implemented as a permanent part of the Gwinnett County CDBG Program.

Therefore, effective with any new CDBG funds awarded after 10/1/2012, Subrecipient organizations must report the numbers and the dollar value of jobs created and/or retained as a direct result of the investment of CDBG grant funds. The reporting process also captures any non-CDBG funds [government funds or private funds] that are expended as a direct result of CDBG investments. Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Housing and Community Development Division. The Monthly Investment Efficiency Report is contained in this Exhibit.

Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Housing and Community Development Division. The Monthly Expenditure Report, Monthly Services Report, and the Monthly Investment Efficiency Report template is contained in this Exhibit.

The information obtained from the monthly Subrecipient reports will be compiled by the Gwinnett County Housing and Community Development Division and will be reported to local elected officials and managers to document the impact of CDBG job creation/retention and to catalogue the actual non-CDBG funding leveraged by the CDBG expenditures.



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: May 1, 2026
SUBJECT: Quote from Brother Jack Woodworking

The City has been in communication with Brother Jack Woodworking on how best to honor the old oak tree that was located at 431 Harbins Road. Brother Jack Woodworking has provided a quote for a custom wall clock and custom conference table incorporating the wood materials from the oak. An image concept of each item has been shown.

Staff recommends approval of the provided quote to move forward with the custom wood projects from Brother Jack Woodworking.



Invoice




Brother Jack Woodworking

770-362-8027

Brotherjackwoodworking@gmail.com



BILL TO City of Dacula 442 Harbins Rd., PO Box 400 Dacula, GA 30019 brittni.nix@daculaga.gov +17709637451	Invoice # 57 Date 28 Apr 2026 Due date 5 May 2026
--	--

Item	Quantity	Price	Amount
 Tree Milling historic tree dacula tree milling. best oak wood materials all used for dacula city builds.	1	\$1,875.78	\$1,875.78
 Wall Clock Art final wall clock art dimensions to be determined. Provide (1) Clock above Water Fountains at Restroom Entry or it could be used in the Main Lobby 102. red oak live edge cookie slab de barked. gold metallic resin to fill voids. final layout TBD. attached photo is just a mock up not final design the Interior is a Modern Version of Art Deco.	1	\$4,275.29	\$4,275.29
 10 ft conference Table. 2nd Floor – Executive Conf. Room 610 – Conference Room Table – Approximate Size 120” X 54” Wide (Seats 10 People minium)	1	\$14,290.85	\$14,290.85

Item	Quantity	Price	Amount
<p>approximately 2 inches thick</p> <p>Black Transparent Resin river through center of table. no live edge, round over clean edge. 4 coats of satin sheen finish for maximum protection. made from solid red oak.</p> <p>Power/Data USB A and C (Pop Up Type Device from Furnlite) (6-8 outlets needed)</p> <p>square edge or beveled edge detail (Leans more towards Art Deco-Clean)</p> <p>custom welded metal base for table (design to be finalized) overall table height 28-30 inches (standard conference room table height for comfort level seating)</p> <p>the Interior is a Modern Version of Art Deco.</p>			Item 6.

<p>delivery and install</p> <p>delivery to 442 Harbins Rd., PO Box 400</p> <p>Dacula, GA 30019</p> <p>(45 miles) (deliver with enclosed trailer)</p> <p>final delivery date TBD</p>	1	\$675.00	\$675.00
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Subtotal	\$21,116.92
TAX (7%)	\$1,478.18
Total	\$22,595.10

Amount Due

\$22,595.10

Payment Instruction

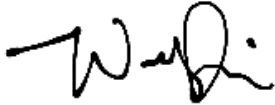
We accept most forms of payment. Cash, Card, Check, and many forms of electronic payment. Please let us know what works best for you.

Item 6.

By signing this document, the customer agrees to the services and conditions described in this document.

Brother Jack Woodworking

City of Dacula



28 Apr 2026

(/ /)



table power strip option
recessed

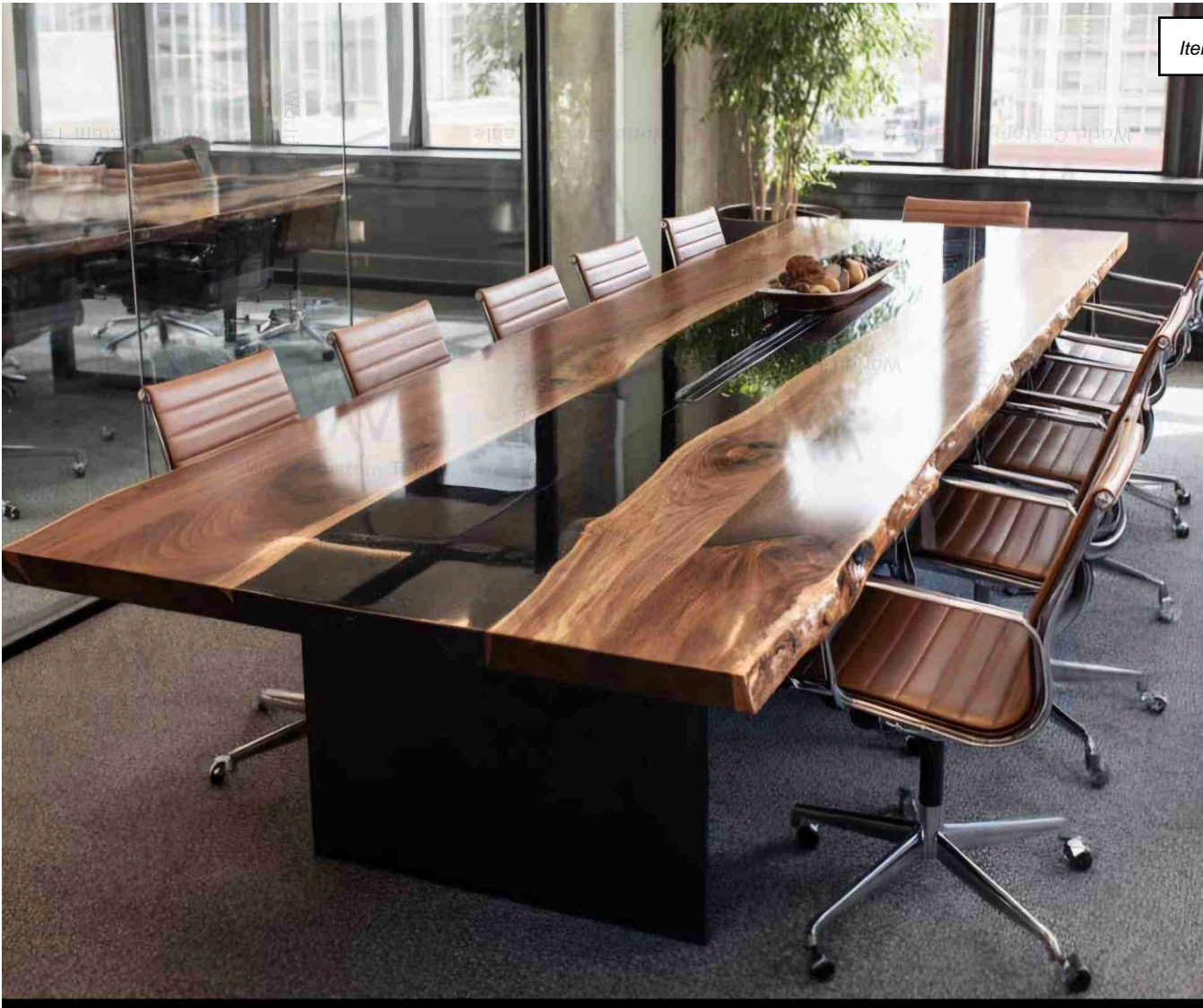


table design photo



clock mock up idea



Memorandum

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

FROM: Hayes Taylor, City Planner

DATE: March 12, 2026 *(Amended April 1, 2026)*

CASE(S): **2026-CD-RZ-1**

Executive Summary

Applicant Dacula Logistics Park LLC has submitted a request to rezone the subject property from C-2 to M-1. The rezoning would allow for the expansion of the under-construction warehouse park and provide additional connectivity via a right-in, right-out access point on Winder Highway for the industrial development within the Dacula Job Center 2050 Comprehensive Plan.

General information about the project is provided below. The application documents are available following the staff report.



Figure 1 Aerial

Property and Surrounding Land Use Information	
Addresse(s)	2015 Winder Highway
Parcel ID #	5271 048 & 5271 011A
Current Zoning	C-2 (General Business District)
Proposed Zoning	M-1 (Light Manufacturing District)
Current Development	Undeveloped / Vacant
2050 Comprehensive Plan Character Area	Dacula Job Center
Street*(s)	Winder Highway

442 Harbins Road, P.O. Box 400, Dacula, GA 30019
T: 770-963-7451 F: 770-513-2187 Email: daculacityhall@daculaga.gov



Surrounding Neighborhood	
North	RA-200 (Agriculture/Residence, <i>County</i>) & C-2 DOD (General Business District, <i>City</i>)
South	M-1 (Light Manufacturing District, <i>City</i>)
East	C-2 (General Business District, <i>City</i>)
West	M-1 (Light Manufacturing District, <i>City</i>)
Recommendation	
Staff	Approval with staff conditions.

Zoning History

The subject parcel was annexed into the City of Dacula via legislative annexation in 2014 and was rezoned C-2 (General Commercial District). Since its annexation the property has remained vacant/undeveloped.

Existing Land Use and Zoning

Application materials request the rezoning of the subject ±5.86-acre property from C-2 (General Business District) to M-1 (Light Manufacturing District). The parcel is currently undeveloped.

The subject site is east of the Winder Highway and Stanley Road intersection, and approximately half a mile from the Winder Highway and SR 316 intersection. Across Highway 29 to the north is CSX rail right-of-way. Abutting the parcel to the northwest is an undeveloped parcel zoned C-2 containing a stream that runs into the subject site. To the south and west is the University Logistics development, which contains three (3) speculative warehouses that are under construction, zoned M-1 (Light Manufacturing). End users for the warehouses have not been named at the time of the staff report. A vacant parcel, zoned C-2 (General Business District) neighbors the subject property to the east. No active businesses



Figure 2 Surrounding Zoning

or residences border the property; however, there are nearby legal non-conforming residential uses, commercial uses such as detached convenience stores, and warehouse uses along Winder Highway.

The Proposed Development

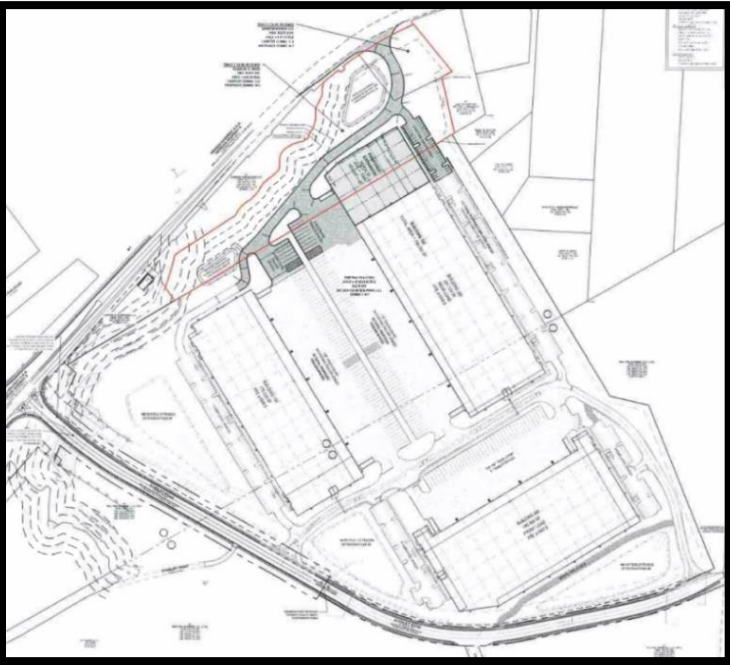


Figure 3 Concept Plan

The applicant proposes a 56,624 SF expansion to Building 200 of the under-construction University Logistics Park. Current plans show Building 200 as 201,729 SF. If the rezoning and expansion are approved as proposed, the building area would expand to 258,353 SF in total. The submitted site plan also shows an additional 29 parking spaces, a right-in right-out access drive from Winder Highway, and two additional micro-pools for stormwater detention.

Application materials state that the property will be more marketable to prospective tenants, should the additional access drive be approved. Direct connection to Winder Highway may better distribute the anticipated industrial automotive load from the project,

reducing potential burden from the Stanley Road intersection. The adjacent University Logistics Park development was approved via zoning actions 2021-CD-COC-03. The original approved concept plan included a similar right-in, right-out access point at a different location along Winder Highway, closer to the Stanley Road intersection.

Analysis

Rezoning Request

The rezoning request could be considered compatible with the nearby commercial and industrial uses. The proposed Winder Highway access point will provide the University Logistics development with better connectivity and may decrease industrial automotive congestion at the Stanley Road and Winder Highway intersection.

Comprehensive Plan Consistency

The subject site falls within the Dacula Job Center Character Area of the City of Dacula’s Future Land Use Map. The principal object of the character area is to increase the base economy of the City through “low impact industry,” to encourage the redevelopment of underutilized parcels, and protect streams and rivers (Dacula 2050 Comprehensive Plan pg. 68). The Guidance for Rezoning by Character Area table calls for C-2, M-1, and M-2 (pg. 69). The subject application generally complies with the character area’s intent to provide intentional employment opportunities for the growing population, while providing adequate stream buffer protection.

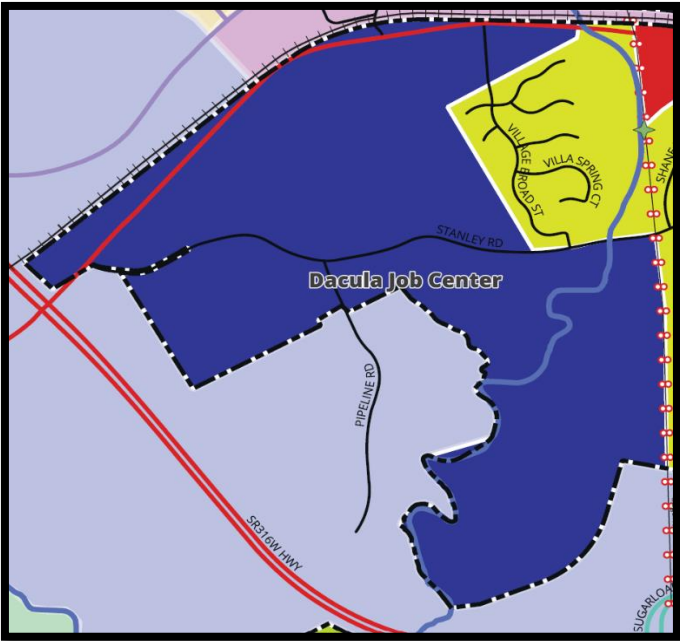


Figure 4 2050 Future Land Use Map

Recommendation:

Staff recommends approval of the rezoning of the subject parcel from C-2 to M-1 with conditions.

The Department notes the Planning Commission recommended approval with staff’s recommended conditions, which carried 4-0, for the subject rezoning March 30, 2026, Planning Commission Public Hearing.

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 Ordinance of the City of Dacula.

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

The proposed rezoning could be considered consistent with the adjacent and nearby commercial uses along Winder Highway and approved industrial uses on Stanley Road. The proposed rezoning would provide an expansion for an approved industrial park in a burgeoning industrial corridor.

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

If approved, the recommended conditions would help mitigate any negative impacts.

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

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

4. *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?*

The proposed use is not expected to create excessive or burdensome use for utilities, existing streets, transportation facilities, or schools. The Atlanta Regional Commission did not require the subject project extension to undergo an additional Development of Regional Impact (DRI) review. The extension of the project is not expected to impact infrastructure more than the under-construction development. The development will need to be approved by the Georgia Department of Transportation to obtain an additional curb cut along Winder Highway. The recommended conditions, including the requirement for the Winder Highway curb cut to be right-in, right-out, will mitigate impacts on existing transportation infrastructure and traffic patterns.

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

The subject parcel is within the Dacula Job Center Character Area of the City of Dacula's Future Land Use Map. The intent of the character area is to increase industrial employment opportunities for residents by incentivizing employers to locate in Dacula.

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 applicants request to increase internal connectivity, provide additional stormwater infrastructure, and expand Building 200 of the University Logistics project may make the project more marketable for potential end users. As Stanley Road develops into a more robust industrial center, the Winder Highway access point could provide relief to Stanley Road in the future. The proposed extension would develop a parcel that has remained undeveloped since being annexed into the City in 2014. If the site is not included in the proposed project expansion, due to the presence of a stream, and challenging topography, the parcel could remain undeveloped for the foreseeable future.

Recommended Conditions

CONDITION SET #1

Resulting from regional review (DRI) by the Atlanta Regional Commission (ARC) & the Georgia Regional Transportation Authority (GRTA), dated May 5, 2022.

Attachment A – General Conditions

General Conditions of Approval to GRTA Notice of Decision:

Pedestrian, Bicycle and Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along Stanley Road and Winder Highway in accordance with City of Dacula ordinance and design standards.

Roadway & Site Access Improvement Conditions to GRTA Notice of Decision:

Winder Highway (SR 8/US 29) at Relocated Stanley Road (Intersection 2B)

- Construct relocated Stanley Road as a three-lane roadway with one (1) lane in each direction and a center two-way left-turn lane along the property frontage.
- Construct a channelized eastbound right-turn lane along Winder Highway (SR 8/US 29)
- Construct a westbound left-turn lane along Winder Highway (SR 8/US 29)
- Construct a northbound left-turn lane and a channelized right-turn lane along Stanley Road

Stanley Road at Driveway B (Intersection 6)

- Construct a southbound left-turn lane along relocated Stanley Road
- Construct Driveway B to consist of a minimum of one (1) ingress lane and a minimum of one (1) egress lane

Stanley Road at Driveway C (Intersection 7)

- Construct a southbound left-turn lane along relocated Stanley Road
- Construct Driveway C to consist of a minimum of one (1) ingress lane and a minimum of one (1) egress lane

Attachment B – Required Elements of the DRI Plan of Development

Conditions Related to Altering Site Plan after GRTA Notice of Decision:

The on-site development will be constructed materially (substantially) in accordance with the Site Plan. Changes to the Site Plan will not be considered material or substantial so long as the following conditions are included as part of any changes:

- All “Proposed Conditions of Approval to GRTA Notice of Decision” set forth in Attachment A are provided.

Attachment C – Required Improvements to Service the DRI

As defined by the *GRTA DRI Review Procedures*, a “Required Improvement means a land transportation service or access improvement which is necessary in order to provide a safe and efficient level of service to residents, employees and visitors of a proposed DRI.”

The Required Improvements in the study network were identified in the Review Package as necessary to bring the level of service up to an applicable standard before the build-out of the proposed project. These requirements are identified in Sections 1 and 2 of this Attachment. Section 1 contains improvements that do not require GRTA approval at this time because they are to be constructed prior to the completion of the DRI Plan of Development. However, GRTA approval shall be required in the event state and/or federal funds are proposed at a later date to be used for any portion of the improvements described in Section 1. Section 2 contains improvements that require GRTA approval prior to the expenditure of state and/or federal funding. Subject to the conditions set forth in Attachment A and Attachment B, GRTA approves the expenditure of state/and or federal funding for the improvements contained in Section 2.

Section 1:

General Conditions of Approval to GRTA Notice of Decision:

Pedestrian, Bicycle and Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along Stanley Road and Winder Highway in accordance with City of Dacula ordinance and design standards.

Roadway & Site Access Improvement Conditions to GRTA Notice of Decision:

Winder Highway (SR 8/US 29) at Relocated Stanley Road (Intersection 2B)

- Construct relocated Stanley Road as a three-lane roadway with one (1) lane in each direction and a center two-way left-turn lane along the property frontage.
- Construct a channelized eastbound right-turn lane along Winder Highway (SR 8/US 29)
- Construct a westbound left-turn lane along Winder Highway (SR 8/US 29)
- Construct a northbound left-turn lane and a channelized right-turn lane along Stanley Road

Stanley Road at Driveway B (Intersection 6)

- Construct a southbound left-turn lane along relocated Stanley Road
- Construct Driveway B to consist of a minimum of one (1) ingress lane and a minimum of one (1) egress lane

Stanley Road at Driveway C (Intersection 7)

- Construct a southbound left-turn lane along relocated Stanley Road
- Construct Driveway C to consist of a minimum of one (1) ingress lane and a minimum of one (1) egress lane

Section 2:

Roadway Improvement Conditions to GRTA Notice of Decision:

University Parkway (SR 316/US 29)

- Widen the southbound approach along University Parkway (SR 316/US 29) to add one (1) through lane so that it consists of two (2) left-turn lanes, three (3) through-lanes, and one (1) right-turn lane.

CONDITION SET #2:

Conditions of the City of Dacula

Changes from the 2021-CD-COC-03 zoning conditions are highlighted. Additions are shown in bold and deletions in strikethrough.

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 to Gwinnett County D.O.T. and Georgia Department of Transportation review and approval.
- 1.H Applicant/developer shall pay its proportionate share of the costs of a traffic signal at the intersection of Winder Highway and relocated Stanley Road.
- 1.I Sidewalks shall be constructed the length of the subject property along Winder Highway.**
- 1.J One curb cut along Winder Highway shall be permitted, subject to Georgia Department of Transportation approval. Said access shall only permit right-in, right-out access. Corresponding signage prohibiting left turns shall be clearly posted at the intersection in a visible location for both ingress and egress motorists.**
- 1.K The right-in, right-out intersection shall contain a concrete island and a painted crosswalk to calm motorists as they enter the site. Intersection design is subject to Georgia Department of Transportation and City of Dacula approval. The island may contain directional signage.**

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. Nuttal 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.

2.F The site plan shall fully comply with Article 15 of the Zoning Resolution - Stream Buffer Protection.

2.G Mono-culture mixes of Kentucky blue grass, or similar mixes of non-native grasses are prohibited in the micropool labeled "micropool extended detention pond for expansion area #2."

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.~~ **No monument signage is permitted along Winder Highway at the right-in/right-out intersection. Directional signage is permitted at the Winder Highway intersection and shall be 30 SF or less.** 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 ~~Project Whiplash Industrial Development~~ Crow Holdings: **University Logistics Building 200 Expansion, dated February 2, 2026 received on November 12, 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.



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)

Table with 2 columns: APPLICANT * and PROPERTY OWNER *. Rows include NAME, ADDRESS, CITY, STATE, ZIP, PHONE, and FAX for both parties.

APPLICANT IS THE:

- Owner's Agent (checkbox)
Property Owner (checkbox)
Contract Purchaser (checkbox checked)

Contact Person: Shane Lanham
Company Name: Mahaffey Pickens Tucker, LLP
Address: 1550 North Brown Road, Suite 125, Lawrenceville, GA 30043
Phone: 770-232-0000
Email: slanham@mptlawfirm.com

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

Present Zoning District(S): C2 Requested Zoning District: M1
Land Lot(S): 271 Parcel #: R5271 011A & R5271 048 District(S): 5th Acreage: 5.85

Proposed Development or Special Use Requested:
The proposed development is an expansion of a proposed industrial building on the adjacent parcel of R5270 029, and the development will also provide another access point to Winder Highway.

Residential Development: NO. OF LOTS/DWELLINGS UNITS: N/A
Non-Residential Development: NO. OF BUILDINGS/LOTS: 1
Dwelling Unit Side (SQ. FT.): N/A Total Gross SQ. Feet: 56,654

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: 2026-CN-RZ-01

MEMORANDUM

To: John Bateman, *Crow Holdings Development*

From: Lani Negrillo, P.E., *Kimley-Horn and Associates, Inc.*
John Walker, P.E., PTOE, *Kimley-Horn and Associates, Inc.*

Date: April 24, 2026

RE: ***Dacula Industrial Expansion – Technical Traffic Memorandum
City of Dacula, Gwinnett County, Georgia***

Kimley-Horn is pleased to provide this memorandum summarizing the trip generation, trip distribution, trip assignment, and level-of-service for a right-in/right-out driveway for a site located south of Winder Highway (SR 8) and east of Stanley Road in the City of Dacula, Georgia. For this evaluation, projected traffic volumes were analyzed to determine if a right-in/right-out driveway is an appropriate driveway design along Winder Highway (SR 8).

PROJECT OVERVIEW

The project site is currently under construction. As currently envisioned, the *Dacula Industrial Expansion* development proposes constructing 630,364 SF of warehouse space. Access to the site is proposed to be provided at one (1) proposed right-in/right-out (RIRO) location (referenced as Site Driveway A) along Winder Highway (SR 8) and two (2) proposed full-movement driveways along Stanley Road. The purpose of the traffic memo is to determine if a right-in/right-out driveway is an appropriate intersection control along Winder Highway (SR 8).

A project site location map is illustrated on **Figure 1**. A project site aerial is shown on **Figure 2**.

TRIP GENERATION, TRIP DISTRIBUTION, AND TRIP ASSIGNMENT

Traffic for the proposed development was calculated using equations contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition, 2025. The trip generation was calculated assuming 630,364 SF of Warehouse (Land Use 150). **Table 1** summarizes the trip generation for the proposed development under full build-out (Year 2028).

Table 1: Project Trip Generation Summary								
Land Use	Density	ITE Code	Daily Traffic		AM Peak Hour		PM Peak Hour	
			Enter	Exit	Enter	Exit	Enter	Exit
Warehouse	630,364 SF	150	443	443	59	17	25	64
Warehouse Employee (Car) Trips			307	307	52	11	18	58
Warehouse Heavy Vehicle (Truck) Trips			136	136	7	6	7	6
Total Gross Trips			443	443	59	17	25	64

Note: No reductions for mixed-use, alternative mode, or pass-by were assumed.

The directional distribution and assignment of new project trips was based on a review of land uses and population densities in the area. **Figure 3** and **Figure 4** show the trip distributions for the proposed *Dacula Industrial Expansion* development.

Based on the trip generation from **Table 1** and the anticipated trip distribution, net new project trips were assigned to the study roadway network. ITE trip generation rates estimate that the proposed development will generate approximately 7 inbound heavy vehicles in the AM peak hour and 7 inbound heavy vehicles in the PM peak hour. Additionally, only 60% of these heavy vehicles are anticipated to utilize the right-in/right-out driveway along Winder Highway (SR 8), yielding approximately 4 inbound heavy vehicles per peak hour. For that reason, trucks are not expected to pose queuing issues along Winder Highway (SR 8) with the proposed driveway configuration.

Figure 5 illustrates the Projected 2028 Build Traffic Conditions for the AM and PM peak hours, these volumes were used within the analysis.

INTERSECTION CAPACITY ANALYSIS

Level-of-Service (LOS) determinations were made for the proposed intersection of Winder Highway at Site Driveway A under the Projected 2028 Build Conditions using *Synchro, Version 12*.

The results of the capacity analysis are summarized in **Table 2**.

Table 2: Projected 2028 Build Level-of-Service Summary				
Intersection	Proposed Intersection Control	Approach/Movement	Projected 2028 Build Conditions	
			AM Peak	PM Peak
Winder Highway at Site Driveway A	RIRO	NB	B (10.4)	B (11.9)

As summarized in **Table 2**, the intersection of Winder Highway (SR 8) at Site Driveway A is anticipated to operate at LOS B during the AM and PM peak hours under the Projected 2028 Build Conditions.

The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A being the best and F the worst. LOS B represents stable flow conditions with minimal restrictions on maneuverability.

CONCLUSION

ITE trip generation rates estimate that the proposed development will generate approximately 7 inbound heavy vehicles in the AM peak hour and 7 inbound heavy vehicles in the PM peak hour. Additionally, only 60% of these heavy vehicles are anticipated to utilize the right-in/right-out driveway along Winder Highway (SR 8), yielding approximately 4 inbound heavy vehicles per peak hour. For that reason, trucks are not expected to pose queuing issues along Winder Highway (SR 8) with the proposed driveway configuration.

In addition to the low truck traffic expected during the morning and evening peak hours at the right-in/right-out driveway, the deceleration lane will be designed according to GDOT driveway standards to accommodate adequate storage and taper length of the right-turn lane for a 45-MPH road (such as Winder Highway (SR 8)). Additionally, the curb returns will be designed to accommodate heavy vehicles which would assist in maneuvering into the site efficiently. It should also be noted that the site entrance would provide adequate throat depth to ensure that traffic does not queue onto Winder Highway (SR 8). Lastly, providing two (2) additional driveways along Stanley Road would alleviate traffic entering the right-in/right-out driveway along Winder Highway (SR 8).

I hope this information is helpful. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



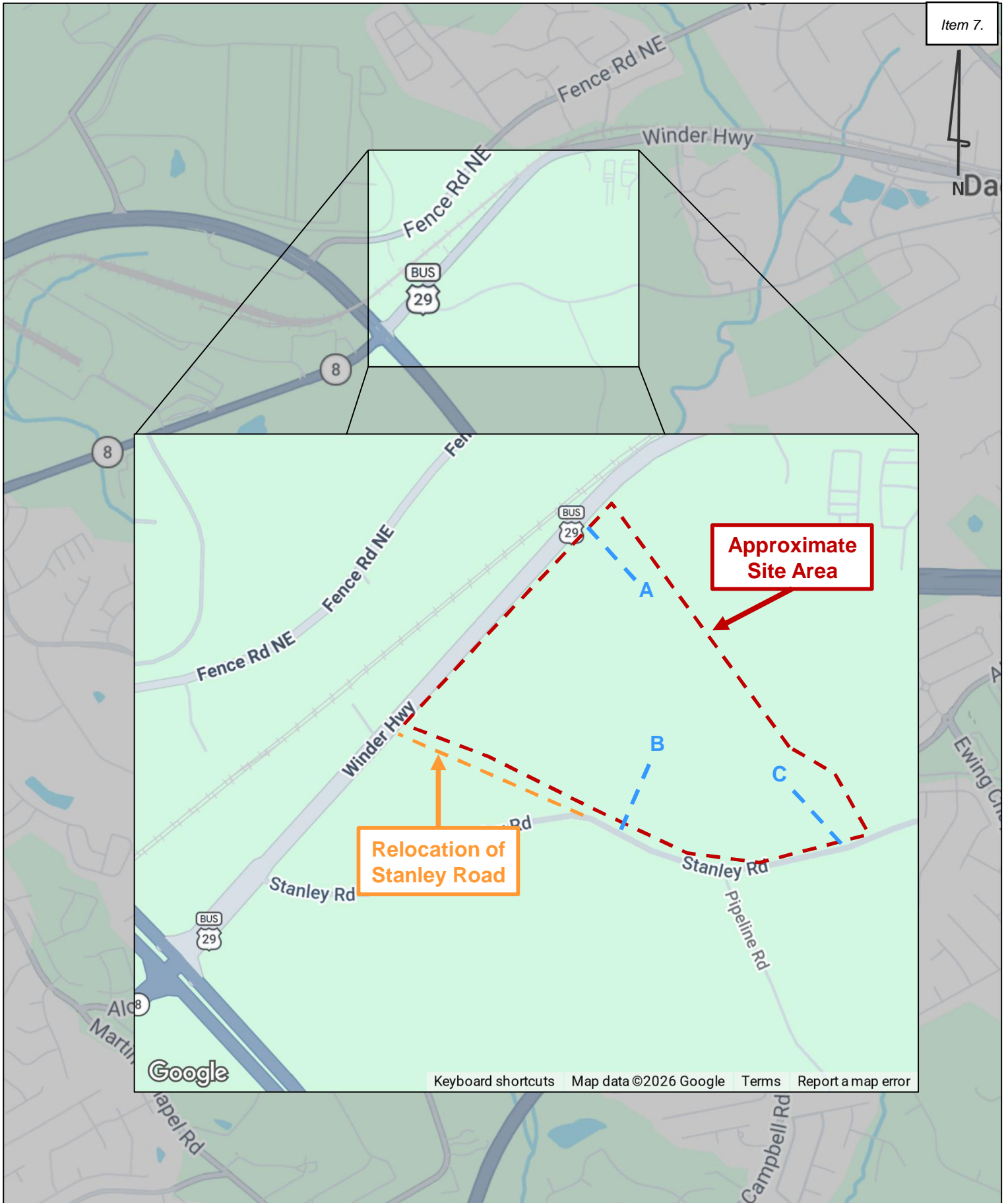
John D. Walker, P.E., PTOE
Senior Vice President



Alexa (Lani) Negrillo, P.E.
Project Engineer

Attachments:

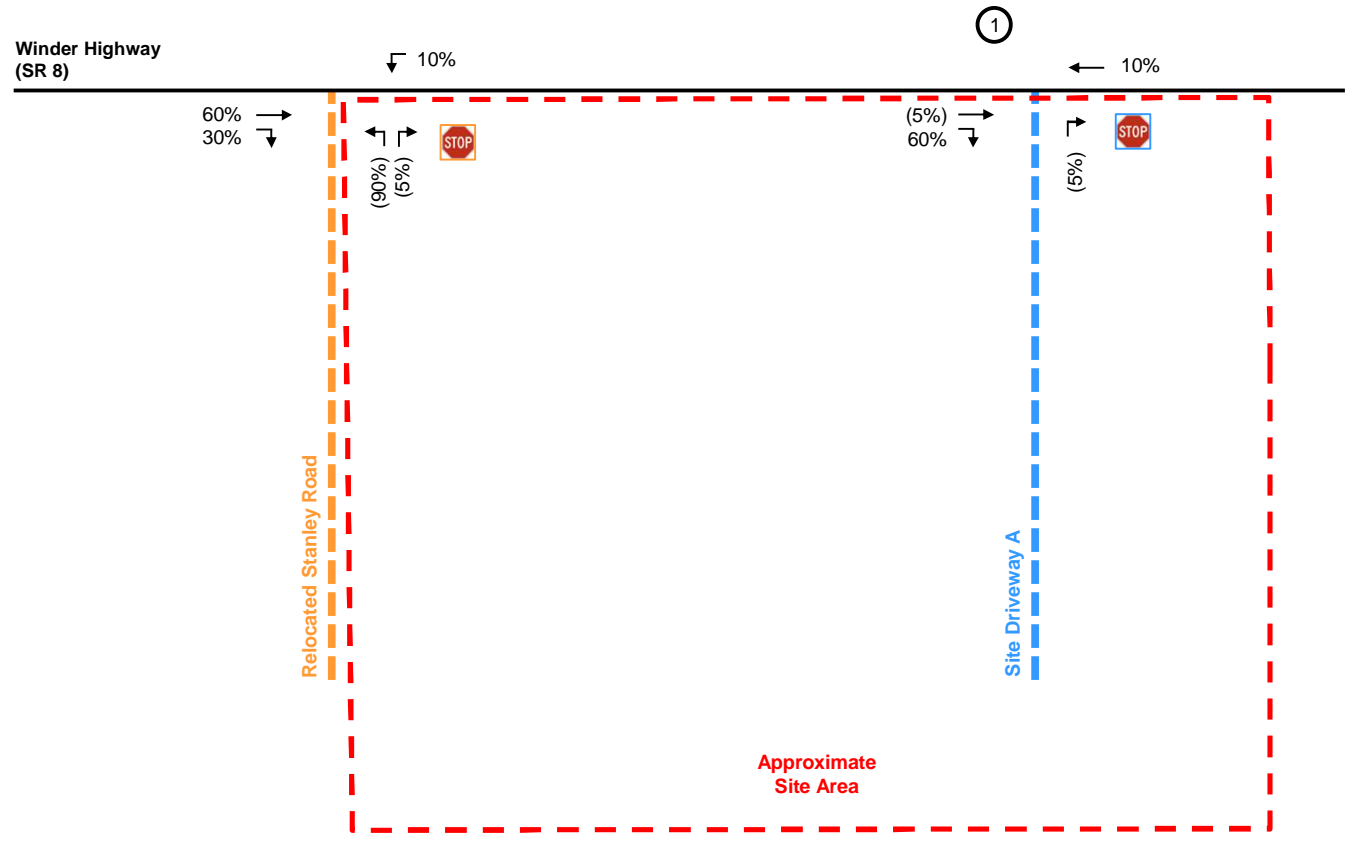
- Figure 1: Site Location Map
- Figure 2: Site Aerial
- Figure 3: Trip Distribution and Assignment – Heavy Vehicles
- Figure 4: Trip Distribution and Assignment – Employees
- Figure 5: Projected 2028 Build Traffic Conditions
- Site Plan





Item 7.

N



LEGEND

- Turning Movement
- Relocated Roadway
- Proposed Build Site Driveway
- XX % Trips Entering
- (XX) % Trips Exiting
- STOP Relocated Stop Control
- STOP Proposed Build Stop Control
- (X) Intersection Reference Number

Item 7.

N

1

Winder Highway
(SR 8)

15%

15%

40% →
45% ↘

40% ↘

(15%) ↗

(85%) ↗



Relocated Stanley Road

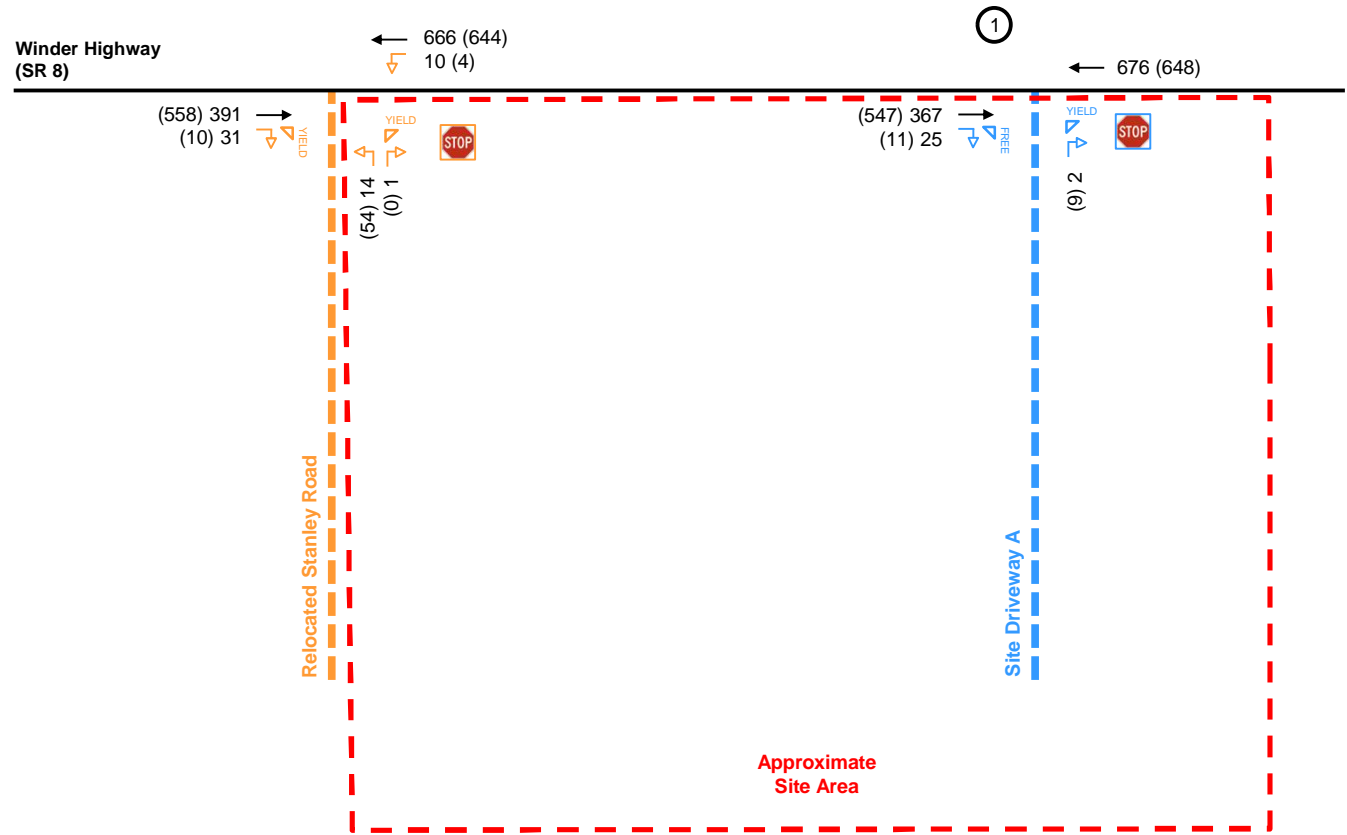
Site Driveway A

Approximate
Site Area

LEGEND

- Turning Movement
- Relocated Roadway
- Proposed Build Site Driveway
- XX % Trips Entering
- (XX) % Trips Exiting
- Relocated Stop Control
- Proposed Build Stop Control
- (X) Intersection Reference Number

N



LEGEND

- Existing Roadway Laneage
- Relocated Roadway Laneage
- Proposed Build Roadway Laneage
- Relocated Roadway
- Proposed Build Site Driveway
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes
- STOP Relocated Stop Control
- STOP Proposed Build Stop Control
- (X) Intersection Reference Number

*Existing 2026 peak hour traffic volumes grown at 0.5% per year for two (2) years, plus peak hour project traffic generated by the Dacula Industrial Expansion development.



Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Brian T. Easley
Rebecca B. Gober
Christopher D. Holbrook
Jessica P. Kelly
Shane M. Lanham

Jeffrey R. Mahaffey
Julia A. Maxwell
Steven A. Pickens
Jack M. Ryan
Gabrielle H. Schaller
Kassie M. Prater
S. Tess Shaheen
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

LETTER OF INTENT FOR REZONING APPLICATION

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and attached Rezoning Application (the “Application”) on behalf of Dacula Logistics Park, LLC (the “Applicant”) for the purpose of requesting the rezoning of approximately 5.85-acres (the “Property”) located between Winder Highway and Stanley Road bearing Gwinnett County Tax Parcel numbers R5271 011A and R5271 048. The Property is located within the Dacula Job Center Character Area of the Dacula 2050 Comprehensive Plan Update (the “2050 Plan”) and is currently zoned C-2.

The Applicant submits this Application requesting to rezone the Property to the M-1 (Light Manufacturing District) zoning classification of the Zoning Resolution of the City of Dacula (the “ZO”) to develop the Property with a slight expansion of the industrial building proposed to be built on the abutting property bearing Gwinnett County Tax Parcel number R5270 029. The proposed development would expand the industrial building approximately 56,654 square feet and would also provide a parking expansion. The proposed expansion would include tilt-up walls with high-quality architectural elements, such as articulated parapets and attractive glass treatments near the main office entrance as are planned for the industrial building being expanded. Additionally, the development would provide another access point to Winder Highway.

The proposed development is compatible with surrounding land uses and zoning classifications. The surrounding area is characterized mostly by industrial and commercial land uses with some residential and mixed uses nearby as well. The proposed development is an expansion of a building on a directly abutting property that is currently zoned M-1. Additionally, there are several undeveloped, commercial properties directly abutting the Property zoned C-2. To the South across Stanley Road, there is another property zoned M-1. To the East and Southeast, on both sides of Stanley Road are properties zoned PMUD. To the East, on Winder Highway is a warehouse and manufacturing/processing facility, which are both zoned M-1. Further East is the Lindenwood subdivision zoned TRD.

The proposed development is also compatible with the policies of the 2050 Plan, which broadly encourages increasing employment opportunities and the base economic activity of Dacula. Specifically, one of the policies of the 2050 Plan is to increase base economic activity in Dacula by identifying character areas “that would be well suited for industrial development. These are near transportation corridors and have access to water and wastewater services.” The purpose

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of identifying these character areas is to encourage industrial uses within Dacula so that employment opportunities increase within the city. The Property is in the Dacula Job Center Character Area, which is one such area where the 2050 Plan encourages future land uses that are “primarily for light industrial, industrial office, and distribution/warehouse” and “provide employment opportunities” within the city. The proposed development would provide further light industrial land use in the area as intended under the 2050 Plan. Additionally, the 2050 Plan’s section on the Dacula Job Center provides that “zoning change and redevelopment requests should be consistent with an employment activity specific to enhancing the base economy of Dacula,” which the proposed development does as it expands the industrial building planned within Dacula and offers further employment opportunities within the city. Further, the Dacula Job Center Character Area specifically recommends the M-1 zoning classification. Accordingly, the proposed development fits within the spirit and intent of the 2050 Plan and is consistent with the established development pattern in the area.

The Applicant also respectfully requests a variance from the ZO. The requested variance is to allow an increased building height of 50 feet for the proposed building expansion. This proposed increased building height reflects a height at which modern industrial user’s requirement of 36 feet of clear height for proper storage of product in the building. To achieve this clear height and provide parapet walls to properly screen rooftop equipment as required, the requested 50 feet building height is essential. Without the approval of this variance, the proposed and intended use of the Property will be unmarketable to prospective industrial users. Furthermore, Applicant plans to meet all landscape requirements in the ZO to ensure that any negative aesthetic impacts are mitigated. This proposed building height variance will allow the Applicant to develop the Property in a manner allowing the safe and efficient operation of the property and any negatively perceived impacts of the variance will be mitigated or negated by the landscaping. Additionally, a variance to increase the maximum building height to 50 feet was approved for the building on Parcel R5270 029, which is the building the proposed development would be expanding.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Dacula Department of Planning and Development to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Rezoning Application filed herewith. The Applicant respectfully requests your approval of these Applications.

Respectfully submitted this 6th day of February, 2026.

MAHAFFEY PICKENS TUCKER, LLP

Shane M. Lanham

Shane M. Lanham

Attorneys for Applicant

Tract 1

All that tract or parcel of land lying and being in Land Lot 271 of the 5th District, City of Dacula, Gwinnett County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a 1 inch open top pipe found at the Land Lot corner common to Land Lots 270, 271, 274 and 275; thence running along the Land Lot line common to Land Lots 270 and 271 South $60^{\circ} 03' 39''$ West a distance of 917.68 feet to a 2 inch open top pipe found; thence leaving said Land Lot Line North $31^{\circ} 14' 42''$ East a distance of 679.83 feet to a 1/2 inch rebar found and the TRUE POINT OF BEGINNING; from point thus established and running South $58^{\circ} 46' 14''$ West a distance of 1038.07 feet to a 1/2 inch rebar found; thence North $33^{\circ} 55' 39''$ West a distance of 52.28 feet to a point in the centerline of a creek; thence following along the centerline of creek the following courses: North $12^{\circ} 11' 22''$ East a distance of 30.83 feet to a point; thence North $60^{\circ} 15' 37''$ East a distance of 12.23 feet to a point; thence North $10^{\circ} 09' 46''$ East a distance of 66.55 feet to a point; thence North $58^{\circ} 56' 52''$ East a distance of 61.91 feet to a point; thence North $74^{\circ} 58' 30''$ East a distance of 44.15 feet to a point; thence South $66^{\circ} 10' 02''$ East a distance of 23.65 feet to a point; thence North $66^{\circ} 35' 18''$ East a distance of 73.96 feet to a point; thence North $32^{\circ} 30' 53''$ East a distance of 106.17 feet to a point; thence North $64^{\circ} 11' 41''$ East a distance of 25.19 feet to a point; thence North $15^{\circ} 31' 39''$ East a distance of 32.03 feet to a point; thence North $43^{\circ} 45' 38''$ East a distance of 56.02 feet to a point; thence North $36^{\circ} 11' 17''$ East a distance of 78.47 feet to a point; thence North $05^{\circ} 01' 22''$ East a distance of 30.82 feet to a point; thence North $00^{\circ} 49' 27''$ West a distance of 48.16 feet to a point; thence North $65^{\circ} 16' 12''$ West a distance of 18.88 feet to a point; thence North $34^{\circ} 18' 53''$ East a distance of 76.66 feet to a point; thence North $70^{\circ} 49' 52''$ East a distance of 46.41 feet to a point; thence South $86^{\circ} 46' 39''$ East a distance of 22.20 feet to a point; thence North $08^{\circ} 35' 51''$ West a distance of 20.60 feet to a point; thence North $36^{\circ} 19' 55''$ East a distance of 54.08 feet to a point; thence North $11^{\circ} 26' 21''$ West a distance of 31.13 feet to a point on the southeasterly Right of Way of Winder Highway A.K.A. State Route 8 (Variable R/W); thence running along said Right of Way of Winder Highway the following courses: along a curve to the right an arc length of 64.42 feet, (said curve having a radius of 1069.73 feet, with a chord bearing of North $49^{\circ} 45' 47''$ West, and a chord length of 64.41 feet) to a point; thence South $40^{\circ} 02' 17''$ East a distance of 8.18 feet to a Right of Way monument found; thence North $54^{\circ} 01' 09''$ East a distance of 16.82 feet to a Right of Way monument found; thence North $39^{\circ} 19' 25''$ West a distance of 8.79 feet to a point; thence running along a curve to the right an arc length of 54.57 feet, (said curve having a radius of 1069.73 feet, with a chord bearing of North $53^{\circ} 51' 17''$ East, and a chord length of 54.56 feet) to a point; thence leaving said Right of Way and running South $39^{\circ} 51' 32''$ East a distance of 188.23 feet to a 1/2" rebar found; thence North $61^{\circ} 01' 39''$ East a distance of 172.15 feet to a 3/4 inch open top pipe found; thence South $13^{\circ} 00' 22''$ East a distance of 187.27 feet to a 1/2" rebar; thence South $59^{\circ} 21' 16''$ West a distance of 8.60 feet to the TRUE POINT OF BEGINNING. Said tract contains 4.943 Acres (215,306 Square Feet).

Tract 2

All that tract or parcel of land lying and being in Land Lot 271 of the 5th District, City of Dacula, Gwinnett County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a 1 inch open top pipe found at the Land Lot corner common to Land Lots 270, 271, 274 and 275; thence running along the Land Lot line common to Land Lots 270 and 271 South $60^{\circ} 03' 39''$ West a distance of 917.68 feet to a 2 inch open top pipe found; thence leaving said Land Lot Line North $31^{\circ} 14' 42''$ East a distance of 679.83 feet to a 1/2 inch rebar found; thence North $59^{\circ} 21' 16''$ East a distance of 8.60 feet to a 1/2 inch rebar found; thence North $13^{\circ} 00' 22''$ West a distance of 187.27 feet to a 3/4 inch open top pipe found and the TRUE POINT OF BEGINNING; from point thus established and running South $61^{\circ} 01' 39''$ West a distance of 172.15 feet to a 1/2 inch rebar found; thence North $39^{\circ} 51' 32''$ West a distance of 188.23 feet to a point on the southeasterly Right of Way of Winder Highway A.K.A. State Route 8 (Variable R/W); thence running along said Right of Way of Winder Highway following a curve to the right with an arc length of 210.63 feet, (said curve having a radius of 1069.73 feet, with a chord bearing of North $60^{\circ} 57' 24''$ East, with a chord length of 210.29 feet) to a 1/2 inch rebar found; thence leaving said Right of Way South $39^{\circ} 44' 37''$ East a distance of 188.50 feet to a 3/4 inch open top pipe found; thence South $61^{\circ} 09' 18''$ West a distance of 37.82 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.909 Acres (39,598 Square Feet).

Overall Tract

All that tract or parcel of land lying and being in Land Lot 271 of the 5th District, City of Dacula, Gwinnett County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a 1 inch open top pipe found at the Land Lot corner common to Land Lots 270, 271, 274 and 275; thence running along the Land Lot line common to Land Lots 270 and 271 South $60^{\circ} 03' 39''$ West a distance of 917.68 feet to a 2 inch open top pipe found; thence leaving said Land Lot Line North $31^{\circ} 14' 42''$ East a distance of 679.83 feet to a 1/2 inch rebar found and the TRUE POINT OF BEGINNING; from point thus established and running South $58^{\circ} 46' 14''$ West a distance of 1038.07 feet to a 1/2 inch rebar found; thence North $33^{\circ} 55' 39''$ West a distance of 52.28 feet to a point in the centerline of a creek; thence following along the centerline of creek the following courses: North $12^{\circ} 11' 22''$ East a distance of 30.83 feet to a point; thence North $60^{\circ} 15' 37''$ East a distance of 12.23 feet to a point; thence North $10^{\circ} 09' 46''$ East a distance of 66.55 feet to a point; thence North $58^{\circ} 56' 52''$ East a distance of 61.91 feet to a point; thence North $74^{\circ} 58' 30''$ East a distance of 44.15 feet to a point; thence South $66^{\circ} 10' 02''$ East a distance of 23.65 feet to a point; thence North $66^{\circ} 35' 18''$ East a distance of 73.96 feet to a point; thence North $32^{\circ} 30' 53''$ East a distance of 106.17 feet to a point; thence North $64^{\circ} 11' 41''$ East a distance of 25.19 feet to a point; thence North $15^{\circ} 31' 39''$ East a distance of 32.03 feet to a point; thence North $43^{\circ} 45' 38''$ East a distance of 56.02 feet to a point; thence North $36^{\circ} 11' 17''$ East a distance of 78.47 feet to a point; thence North $05^{\circ} 01' 22''$ East a distance of 30.82 feet to a point; thence North $00^{\circ} 49' 27''$ West a distance of 48.16

feet to a point; thence North $65^{\circ} 16' 12''$ West a distance of 18.88 feet to a point; thence North $34^{\circ} 18' 53''$ East a distance of 76.66 feet to a point; thence North $70^{\circ} 49' 52''$ East a distance of 46.41 feet to a point; thence South $86^{\circ} 46' 39''$ East a distance of 22.20 feet to a point; thence North $08^{\circ} 35' 51''$ West a distance of 20.60 feet to a point; thence North $36^{\circ} 19' 55''$ East a distance of 54.08 feet to a point; thence North $11^{\circ} 26' 21''$ West a distance of 31.13 feet to a point on the southeasterly Right of Way of Winder Highway A.K.A. State Route 8 (Variable R/W); thence running along said Right of Way of Winder Highway the following courses: along a curve to the right an arc length of 64.42 feet, (said curve having a radius of 1069.73 feet, with a chord bearing of North $49^{\circ} 45' 47''$ West, and a chord length of 64.41 feet) to a point; thence South $40^{\circ} 02' 17''$ East a distance of 8.18 feet to a Right of Way monument found; thence North $54^{\circ} 01' 09''$ East a distance of 16.82 feet to a Right of Way monument found; thence North $39^{\circ} 19' 25''$ West a distance of 8.79 feet to a point; thence running along a curve to the right an arc length of 54.57 feet, (said curve having a radius of 1069.73 feet, with a chord bearing of North $53^{\circ} 51' 17''$ East, and a chord length of 54.56 feet) to a point; thence following a curve to the right with an arc length of 210.63 feet, (said curve having a radius of 1069.73 feet, with a chord bearing of North $60^{\circ} 57' 24''$ East, with a chord length of 210.29 feet) to a 1/2 inch rebar found; thence leaving said Right of Way South $39^{\circ} 44' 37''$ East a distance of 188.50 feet to a 3/4 inch open top pipe found; thence South $61^{\circ} 09' 18''$ West a distance of 37.82 feet; thence South $13^{\circ} 00' 22''$ East a distance of 187.27 feet to a 1/2 inch rebar found; thence South $59^{\circ} 21' 16''$ West a distance of 8.60 feet to the TRUE POINT OF BEGINNING. Said tract contains 5.852 Acres (254,904 Square Feet).

IMPACT ANALYSIS STATEMENTDate: 2/6/26

Applicant: Dacula Logistics Park, LLC

- A. Yes, the proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed development is an expansion of the proposed building on the adjacent property, which is zoned M-1. The other adjacent properties are undeveloped properties zoned C-2.
- B. No, the proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby properties. The surrounding properties are zoned C-2 and M-1, so an M-1 development would be in line with the character of the area and not adversely affect existing uses or usability of surrounding properties.
- C. Due to the size, location, layout, and dimensions of the subject property, the Applicant submits that the Property does not have a reasonable economic use as currently zoned.
- D. No, approval of the Rezoning Application will not result in an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed development will have access to both Winder Highway and Stanley Road.
- E. Yes, approval of the Rezoning Application is in conformity with the policy and intent of the 2050 Comprehensive Plan for the City of Dacula, which specifically encourages industrial uses in this area and recommends M-1 as an appropriate zoning classification.
- F. The Applicant submits that the quality of the proposed development and the character of surrounding uses provide additional supporting grounds for approval of the application.

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: 2-6-26

Reviewed By: Hayes Taylor Jr.

Proposed Project Information

Name of Proposed Project: Dacula Expansion
 Developer/Applicant: Dacula Logistics Park, LLC
 Telephone: 770-232-0000
 Fax: 678-518-6880
 Email(s): slanham@mptlawfirm.com

Economic Impacts

Estimated Value at Build-Out:
\$21 million for the expansion of the proposed development.

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 population and employment in the area. The Applicant already had a DRI review by FRTA and the Atlanta Regional Commission, which identified infrastructure improvements for the original development which is being slight expanded into this Property.

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

Short-term jobs for the original project were estimated at 550, and this is a slight expansion so it will slightly increase that. Long-term jobs for the original project were estimated at 320, and this is a slight expansion so there will be a slight increase to that.

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

Based on the estimated value at build-out, the proposed development would generate significant local tax revenue.

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

Yes, the regional work force and population growth are sufficient to fill the demand created by the proposed development.

Community Facilities & Infrastructure Impacts

Water Supply

Name of water supply provider for this site:

Gwinnett County

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

1,050 GPD (25 GPD per employee). This is for the expansion area.

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?

N/A

If there are plans to expand the existing water supply capacity, briefly describe below:

N/A

If water line extension is required to serve this project, how much additional line (in feet) will be required?

N/A

Wastewater Disposal

What is the estimated sewage flow to be generated by the project, measured in Gallons Per Day (GPD)?

1,050 GPD (25 GPD per employee). This is for the expansion area.

Name of wastewater treatment provider for this site:

Gwinnett

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?

N/A

If there are plans to expand existing wastewater treatment capacity, briefly describe below:

N/A

If sewer line extension is required to serve this project, how much additional line (in feet) will be required?

N/A

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day?

The trip generation data provided during DRI review for the prior development was 736 trips per day for the industrial warehouses component of the property. The expansion is only increasing the square footage by 3% so the traffic increase beyond this would be minimal. List any traffic and/or road improvements being made and how they would affect the subject area.

The proposed development will provide additional access to Winder Highway and increase connectivity throughout the property.

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

Approximately 1,200 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?

N/A

If there are plans to expand existing landfill capacity, briefly describe below:

N/A

Will any hazardous waste be generated by the development? If yes, please explain below:

N/A

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed?

66%

Is the site located in a water supply watershed?

No.

If yes, list the watershed(s) name(s) below:

N/A

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:

Micropool extended wet detention pond.

Environmental Quality

Is the development located within or likely to affect any of the following:

1. Water supply watersheds?

No, not to the best knowledge of Applicant.

2. Significant groundwater recharge areas?

No, not to the best knowledge of Applicant.

3. Wetlands?

No.

4. Protected river corridors?

No.

5. Floodplains?

No.

6. Historic resources?

No, not to the best knowledge of Applicant.

7. Other environmentally sensitive resources?

No, not to the best knowledge of Applicant.

If you answered yes to any question 1-7 above, describe how the identified resource(s) may be affected below:

Impacts to identified resources would be governed by applicable state, local, and federal regulations. Stormwater facilities would be designed in accordance with the Gwinnett County Stormwater Management Manual.

Other Facilities

What intergovernmental impacts would the proposed development generate for:

Schools?

No impacts anticipated.

Libraries?

No impacts anticipated.

Fire, Police, or EMS

Negligible impacts anticipated.

Other community services/resources (day care, health care, low income, non-English speaking, elderly, etc.)?

No impacts anticipated.

Additional Comments:

JUSTIFICATION FOR REZONING

The portions of the Zoning Resolution of the City of Dacula (the "ZO") 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 ZO 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 C-2 zoning classification of the City of Dacula. A denial of this Application would constitute an arbitrary and capricious act by the Dacula City 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 Dacula City 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 Dacula City 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 6th day of February, 2026.

Respectfully submitted,

MAHAFFEY PICKENS TUCKER, LLP

Shane M. Lanham

Shane M. Lanham

Attorneys for Applicant

1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043
(770) 232-0000

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 _____

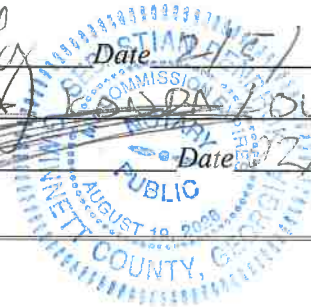
PROPERTY OWNER CERTIFICATION

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 KVR Reddy Date 2/5/2026

Type or Print Name/Title VENKATARAMAN KANNA / OWNER

Notary Public [Signature] Date 2/05/2026



FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

APPLICANT CERTIFICATION

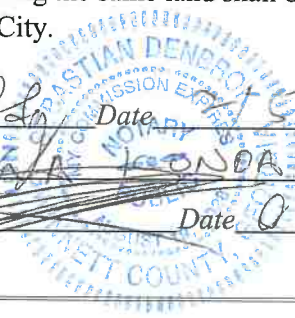
The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant _____ 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 KUR Reddy Date 15/2026
Type or Print Name/Title VENKATRAMANA KONDA / OWNER
Notary Public [Signature] Date 02/05/2026



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 See attached Signature Page Date 2/6/25
Type or Print Name/Title John Bateman
Notary Public See attached Signature Page Date 2/6/25

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 _____

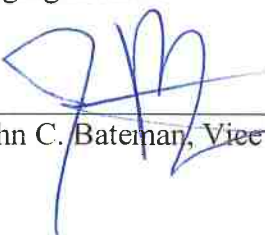
STIPULATIONS _____

Dacula Logistics Park, L.L.C.,
a Delaware limited liability company

By: CHI Cal Venture, LLC,
a Delaware limited liability company,
its sole member

By: CHI Cal Developer Investor, L.L.C.,
a Delaware limited liability company,
its manager

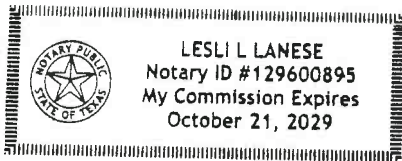
By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its managing member

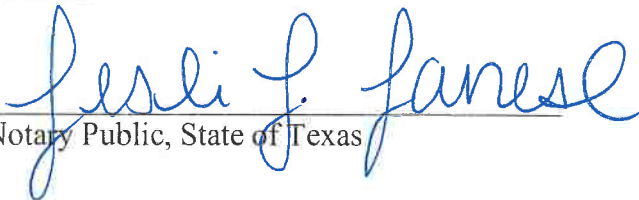
By: 

John C. Bateman, Vice President

State of Texas §
 §
County of Dallas §

Sworn to and subscribed before me on the 6th day of February, 2020, by John C. Bateman, Vice President of CHI LTH GP, L.L.C., as the general partner of CHI Cal Developer Investor, L.L.C., as the manager of CHI Cal Venture, LLC, as the sole member of Dacula Logistics Park, L.L.C., the applicant, who is personally known to me to be the person whose name is subscribed to the foregoing instrument.





Notary Public, State of Texas

Adjoining Property Owners List

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Location Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Parcel</u>
Linda Taylor	452 Hinton Farm Way	Dacula	GA	30019-2175	2061 Winder Hwy	Dacula	GA	30019	R5271 073
Linda Taylor	452 Hinton Farm Way	Dacula	GA	30019-2175	2071 Winder Hwy	Dacula	GA	30019	R5271 093
Edward Nolan Whitley	223 Gold Cove Lane	Duluth	GA	30097-2153	0 Hwy 29	Dacula	GA	30019	R5271 010
Edward Nolan Whitley	223 Gold Cove Lane	Duluth	GA	30097-2153	1945 Winder Hwy	Dacula	GA	30019	R5270 010A
Carter Acquisitions, LLC	39 Georgia Avenue SE, Suite 200	Atlanta	GA	30312-2807	1925 Winder Hwy	Dacula	GA	30019	R5271 009

ADJOINING PROPERTY OWNER(S)
RECORD NOTIFICATION

DATE: February 6, 2026

TO: Carter Acquisitions, LLC

(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: Dacula Logisitics Park, LLC

RE: Application Case #: _____

Application Case #: _____

Application Case #: _____

Property Location: 5th District, Land Lot 271 Parcel R5271 048 & R5271 011A

LOCATION/ADDRESS: 2015 Hwy 29, Dacula, Georgia 30019

**You are hereby notified that an application a zoning change from C-2
to M-1 has been submitted to the City of Dacula.**

The proposed rezoning 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 March 30, 2026 at 6:00 P. M. in the Council
Chambers. *(date)*

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd.,
Dacula, Georgia on April 2, 2026 at 7:00 P. M. in the Council Chambers.
(date)

If you have any comments or concerns concerning this matter, please plan to attend the public
hearings.

Thank you.

ADJOINING PROPERTY OWNER(S)
RECORD NOTIFICATION

DATE: February 6, 2026

TO: Edward Nolan Whitley

(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: Dacula Logisitics Park, LLC

RE: Application Case #: _____

Application Case #: _____

Application Case #: _____

Property Location: 5th District, Land Lot 271 Parcel R5271 048 & R5271 011A

LOCATION/ADDRESS: 2015 Hwy 29, Dacula, Georgia

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The proposed rezoning 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 March 30, 2026 at 6:00 P. M. in the Council Chambers. *(date)*

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on April 2, 2026 at 7:00 P. M. in the Council Chambers. *(date)*

If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.

CONFLICT OF INTEREST CERTIFICATION

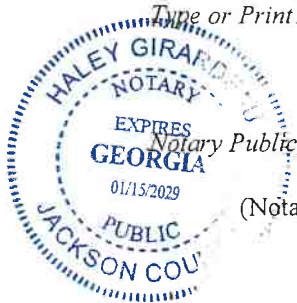
The undersigned, making application for rezoning/SUP, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions and has submitted or attached the required information on the forms provided.

Signature of Applicant [Handwritten Signature] Date 2-3-26

Type or Print Name/Title John Bateman / Vice President

Signature of Applicant's Attorney _____ Date _____

Type or Print Name/Title _____



Haley Girard Date 02-03-2026

(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

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' Attorney Kassie Prater Date 1/30/2026

Type or Print Name/Title Kassie Prater, Attorney for Applicant

Notary Public [Signature] Date 1-30-2026



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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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Yes No

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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)

Tracking Number:

9589071052700708288516

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 11:34 am on March 3, 2026 in DULUTH, GA 30097.

Get More Out of USPS Tracking:

USPS Tracking Plus

Delivered

Delivered, Left with Individual

DULUTH, GA 30097
March 3, 2026, 11:34 am

Arrived at USPS Regional Facility

ATLANTA GA DISTRIBUTION CENTER
March 2, 2026, 7:49 am

In Transit to Next Facility

March 1, 2026

Arrived at USPS Regional Facility

ATLANTA GA DISTRIBUTION CENTER
February 28, 2026, 3:26 pm

Hide Tracking History

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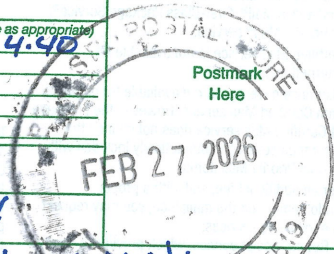
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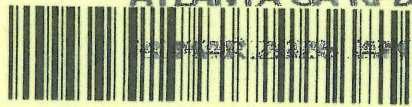
OFFICIAL USE

Certified Mail Fee	\$ 5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 4.40
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 0.74
Total Postage and Fees	\$ 10.44
Sent To	Edward Nolan Whitby
Street and Apt. No., or PO Box No.	223 Gold Cove Lane
City, State, ZIP+4®	Duluth, GA 30097-2153

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



USPS TRACKING #
ATLANTA GA RPDC 302

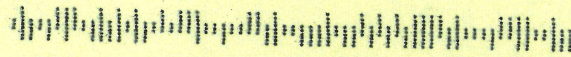
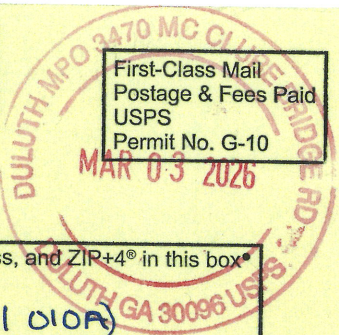


9590 9402 8869 4005 1536 30

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

Triley (5271 010A)
Mahaffey Pickens Tucker, LLP
1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043

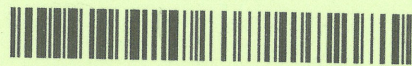


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Edward Nolan Whitley
223 Gold Cove Lane
Duluth, GA 30097-2153



9590 9402 8869 4005 1536 30

2. Article Number (Transfer from service label)

9589 0710 5270 0708 2885 23

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Ed Whitley

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee \$ 5.30

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.40

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

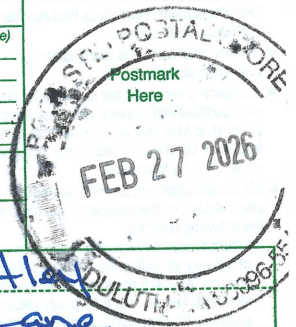
Postage \$ 0.74

Total Postage and Fees \$ 10.44

Sent To Ed Nolan Whitley

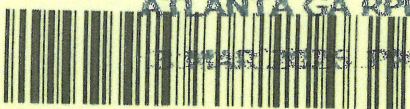
Street and Apt. No., or PO Box No. 223 Gold Cove Lane

City, State, ZIP+4® Duluth, GA 30097-2153



9589 0710 5270 0708 2885 23

USPS TRACKING # ATLANTA GA RPDC 302



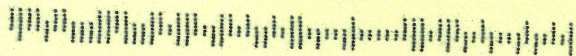
First-Class Mail Postage & Fees Paid USPS Permit No. G-10

9590 9402 8869 4005 1532 96

United States Postal Service

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Triley (5271 093) Mahaffey Pickens Tucker, LLP 1550 North Brown Road Suite 125 Lawrenceville, Georgia 30043



9589 0710 5270 0708 2884 86

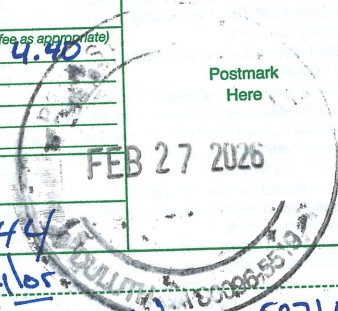
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Certified Mail Fee \$ 5.30 Extra Services & Fees (check box, add fee as appropriate) Return Receipt (hardcopy) \$ 4.40 Return Receipt (electronic) \$ Certified Mail Restricted Delivery \$ Adult Signature Required \$ Adult Signature Restricted Delivery \$



Postage \$ 0.74 Total Postage and Fees \$ 10.44

Sent To Linda Taylor Street and Apt. No., or PO Box No. 452 Hinton Farm Way City, State, ZIP+4® Dacula, GA 30019-2175

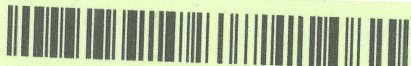
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Linda Taylor 452 Hinton Farm Way Dacula, GA 30019-2175



9590 9402 8869 4005 1532 96

2. Article Number (Transfer from service label)

9589 0710 5270 0708 2884 86

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Linda Taylor Agent Addressee B. Received by (Printed Name) Linda Taylor C. Date of Delivery 3-2-2022 D. Is delivery address different from item 1? If YES, enter delivery address below: Yes No

- 3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery Collect on Delivery Restricted Delivery Priority Mail Express® Registered Mail™ Registered Mail Restricted Delivery Signature Confirmation™ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



ATLANTA GA RPDC 302

MAR 2022 PM 3 1

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

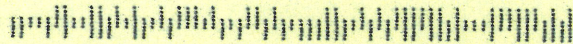
9590 9402 8606 3244 5416 07

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Triley (5271 073)
Mahaffey Pickens Tucker, LLP
1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043

3-180225



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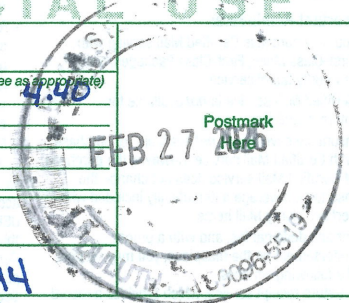
OFFICIAL USE

Certified Mail Fee	\$ 5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 4.40
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 0.74
Total Postage and Fees	\$ 10.44

Sent To: Linda Taylor 5271 073
Street and Apt. No., or PO Box No. 452 Hinton Farm Way
City, State, ZIP+4® Dacula, GA 30019-2175

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0708 2885 30



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Linda Taylor</i></p>	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
Linda Taylor 452 Hinton Farm Way Dacula, GA 30019-2175	Linda Taylor	3-2-2022
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
9590 9402 8606 3244 5416 07		
3. Service Type	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery	
9589 0710 5270 0708 2885 30		

9589 0710 5270 0708 2885 09

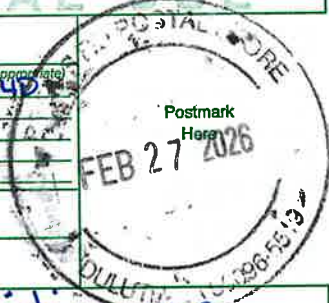
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$ 5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 4.95
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 0.74
Total Postage and Fees	\$ 10.44
Sent To	Carter Acquisitions, LLC
Street and Apt. No., or PO Box No.	39 Georgia Avenue SE, Ste 200
City, State, ZIP+4®	Atlanta, GA 30312-2807

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



USPS TRACKING#



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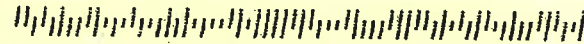
First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

Item 7.

**United States
 Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

Triley (5271 009)
 Mahaffey Pickens Tucker, LLP
 1550 North Brown Road
 Suite 125
 Lawrenceville, Georgia 30043



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carter Acquisitions, LLC
 39 Georgia Avenue SE, Suite 200
 Atlanta, GA 30312-2807



9590 9402 5048 9092 3331 67

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input checked="" type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
N. Murphy	3/20/26	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type		<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Registered Mail™	
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery	
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Return Receipt for Merchandise	
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	
<input type="checkbox"/> Collect on Delivery Restricted Delivery		
<input type="checkbox"/> Insured Mail		
<input type="checkbox"/> Registered Mail Restricted Delivery		

Domestic Return R



Memorandum

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

FROM: Hayes Taylor, City Planner

DATE: May 1, 2026

CASE: **2026-CD-VAR-01**

Variance Request & Summary:

The applicant requests a variance to minimum lot size standards to construct a single-family residence at 2892 Hill Circle. The subject property totals ± 0.46 -acres and is zoned R1200 (Single-Family Residence). The parcel has remained vacant since a residential structure was demolished circa 2021. The parcel is bordered by existing legal nonconforming residential lots of similar acreage on septic systems.

Residential properties on septic systems require a minimum of 30,000 square feet (Article IX, Section 901 of the Zoning Resolution) for a single-family dwelling. The subject property totals $\pm 20,037$ square feet. Should the variance request be approved by the Council, the proposed septic system has received approval from GNR Public Health for a 3 bedroom residence.

Considering the subject parcel history, and GNR Public Health approval, staff supports the request to reduce lot size standards, as the proposed residence is not expected to introduce adverse impacts to the parcel.



Property and Surrounding Land Use Information	
Address	2893 Hill Circle
Parcel ID #	5308 019
Current Zoning	R1200 (Single-Family Residence)
Variance Request	Minimum lot size reduction
Current Development	Vacant / Undeveloped
2050 Comprehensive Plan Character Area	Dacula East
Streets	Hill Circle
Surrounding Neighborhood	
North	R1200 (Single-Family Residence)
South	R1200 (Single-Family Residence)
East	R1200 (Single-Family Residence)
West	R1200 (Single-Family Residence)
Recommendation	
Staff	Approval with staff conditions

Recommendation:

The request to reduce the minimum lot size requirement for a residential structure on a septic system is recommended for approval with the following conditions.

1. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance. The façades of the dwelling unit shall resemble the surrounding dwellings with the front façade constructed of brick, stone, or stucco with accents of fiber shake, board and batten, or fiber cement siding. The sides and rear shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
2. The minimum heated floor area shall be 1,600 square feet for a one-story unit and 1,800 square feet for a two-story unit.

3. The lot shall have a minimum of two (2) decorative, native trees (American Holly, American Hornbeam, Carolina Silverbell, Eastern Hemlock, Eastern Redcedar, Laurel Oak, Loblolly, Southern Wax Myrtle, Washington Hawthorn, White Pine, Willow Oak, Virginia etc.) at least 3 inches in diameter (DBH).
4. The front and side yards shall be sodded. The rear yard may be hydroseeded. The lower maintenance native grass alternatives, such as Blue Star Creeper, Blue Grama, Corsican Mint, Curly Mesquite, Fescue, Micro-Clover, Sunshine Mimosa, and St. Augustine are encouraged, subject to the approval of the Planning & Development Department. The hydroseeded area must have 100% coverage at 70% germination prior to C.O. issuance.
5. A Gwinnett County Environmental Health septic permit shall be required prior to building permit issuance.
6. The residential dwelling shall not exceed the maximum number of bedrooms permitted by the Gwinnett County Environmental Health septic permit.



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

APPLICATION

City Council	
<input type="checkbox"/> Waivers	
<input checked="" type="checkbox"/> Variance	

Staff Approval Only

Modifications

(Please Type or Print using BLACK INK)

APPLICANT *	PROPERTY OWNER *
NAME <u>Edgar Penafiel</u>	NAME <u>Busthe Development Inc</u>
ADDRESS <u>4001 Rose Finch Ln</u>	ADDRESS <u>4101 Rose Finch Ln</u>
CITY <u>Hoschton GA</u>	CITY <u>Hoschton</u>
STATE <u>GA</u> ZIP <u>30548</u>	STATE <u>GA</u> ZIP <u>30548</u>
PHONE <u>(678) 4639066</u> FAX	PHONE <u>678 4639066</u> 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 Edgar Penafiel
 COMPANY NAME Busthe Development Inc
 ADDRESS 4101 Roseman Ln
Hoschton GA 30548
 PHONE (678) 4639066 FAX

PRESENT ZONING DISTRICT(S) R1200 LAND LOT(S) 308 DISTRICT(S) 5th
 ADDRESS OF PROPERTY 2892 Hill cir Dacula ACREAGE 0.46

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

(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: _____

(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: 2026-CD-VAR-01

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]
Signature of Applicant

3/30/2026
Date

Edgar A Penafiel (owner)
Type or Print Name/Title

[Signature]
Notary Public

3/30/2026
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.

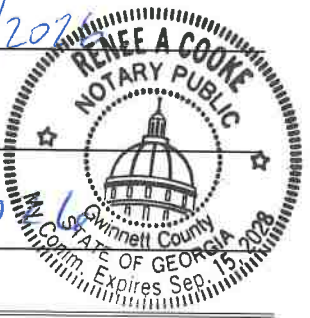
[Signature]
Signature of Applicant

3/30/2026
Date

Edgar A Penafiel
Type or Print Name/Title

[Signature]
Notary Public

3/30/2026
Date



FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED 4-1-26 RECEIVED BY H. Taylor FEE \$375 RECEIPT # _____

LAND LOT 308 DISTRICT 5 PARCEL # 5308 019 HEARING DATE 5-7-2026

FOR ADMINISTRATIVE USE ONLY

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

Bustle developed inc

Edgar Penafiel

(678)4639062

Edgarapenafiel@gmail.com

I am writing to express my intent to build a single-family residence at the property located at 2892 Hill Circle, Dacula, Georgia. This project is planned with careful consideration of local zoning regulations, community standards, and environmental guidelines. The proposed home will be designed to complement the surrounding neighborhood while incorporating modern construction practices, quality materials, and efficient use of space to ensure long-term value and sustainability.

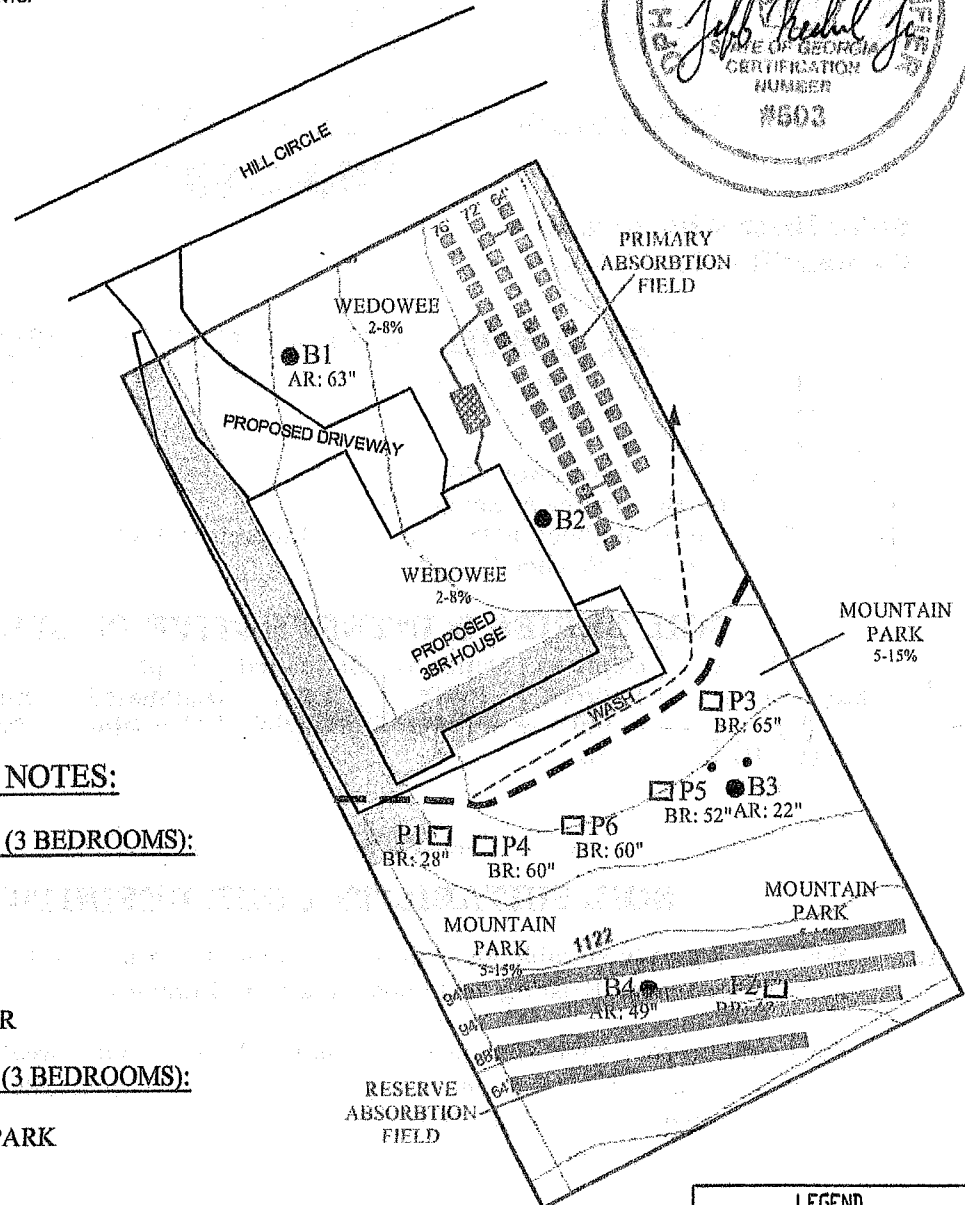
The purpose of this development is to create a comfortable, high-quality living environment that enhances the character of the area and contributes positively to the community. All necessary permits, inspections, and approvals will be obtained prior to construction, and the project will be carried out in compliance with all applicable codes and regulations. I am committed to maintaining a clean, safe, and respectful construction process from start to completion.

2. PROPERTY BOUNDARIES, AND STRUCTURE LOCATIONS WERE OBTAINED FROM THE SURVEY PROVIDED. PROPOSED HOUSE AND DRIVEWAY LOCATION WERE OBTAINED FROM THE SITE PLAN PROVIDED. ELEVATION CONTOURS (2') WERE OBTAINED FROM THE GWINNETT COUNTY GIS WEBSITE AND SHOULD BE CONSIDERED APPROXIMATE.

3. SOIL BORINGS AND PITS WERE LOCATED BY COMPASS AND PACING FROM NEIGHBORING HOUSE CORNER REFERENCE POINTS.



Item 8.



SEPTIC SYSTEM DESIGN NOTES:

PRIMARY ABSORPTION FIELD (3 BEDROOMS):

SOIL SERIES: WEDOWEE
 PERC RATE: 55 MPI

1000 GALLON TANK
 212' HIGH CAPACITY CHAMBER

RESERVE ABSORPTION FIELD (3 BEDROOMS):

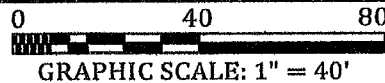
SOIL SERIES: MOUNTAIN PARK
 PERC RATE: 60 MPI

1000 GALLON PUMP TANK W/ 1/2HP PUMP
 340' GRAVEL TRENCH

LEGEND	
●	AUGER BORING
■	SEPTIC TANK
□	BACKHOE PIT
AR	AUGER REFUSAL
PWT	PERCHED WATER TABLE
↘	SLOPE ARROW
○	REFERENCE POINT
FD	DEPTH OF OBSERVED FILL
BR	BACKHOE REFUSAL

EarthWorks
 Environmental Services, LLC
 (770) 503 - 6488 jeff@myearthworks.net

LEVEL 3 SOIL MAP WITH SEPTIC DESIGN
 2892 HILL CIRCLE
 PARCEL NO: 5308 019
 GWINNETT COUNTY, GEORGIA



PROJECT NO: 24172-2
 LAST DATE OF FIELD WORK: 2/3/26
 DATE OF SOIL MAP: 2/5/26

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Item 8.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hester and Associates, Inc. 6015 Southard Trace Cumming, GA 30040	CONTACT NAME: Maria Alligheri PHONE (A/C, No, Ext): 678-679-0400 FAX (A/C, No): 678-679-0404 E-MAIL ADDRESS: info@hesterinsurance.com
	INSURER(S) AFFORDING COVERAGE: Century Surety Company NAIC #
INSURED Earthworks Environmental Services, LLC 5070 Britt Whitmire Rd Gainesville, GA 30506	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00015325-0** **REVISION NUMBER: 14**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

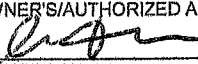
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CCP1346020	10/06/2025	10/06/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Contractor's PL		CCP1346020	10/06/2025	10/06/2026	Occurrence	1,000,000
A	Consutant's ProfLiab		CCP1346020	10/06/2025	10/06/2026	Claims Made	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Soil sampling/test soils ability to dispose waste water/storm water testing/environmental phase I assessments

Project Address:4845 Lansbury Drive Atlanta GA 30342

CERTIFICATE HOLDER Georgia Department of Health 2 Peachtree St NW 13th Floor Atlanta, GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Maria H. Alligheri</i> (MHA)
---	--

CONSTRUCTION PERMIT AND SITE APPROVAL FOR ON-SITE SEWAGE MANAGEMENT SYSTEM

COUNTY: Gwinnett	SUBDIVISION:	LOT NUMBER:	BLOCK:
PROPERTY ADDRESS: 2892 Hill Cir; Dacula, GA 30019 Tax ID: R5308 019			
I hereby receive this construction permit to install an On-Site Sewage Management System and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Public Health, Chapter 511-3-1 and this permit. By my signature, I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying the final cover material to the system.			
PROPERTY OWNER'S/AUTHORIZED AGENT'S SIGNATURE: 		DATE COMPLETED APPLICATION RECEIVED: 02/10/2026	
PROPERTY OWNER'S NAME: Bustle Development Inc	PHONE NUMBER: 678-463-9062	PROPERTY OWNER'S ADDRESS: 4101 Rosefinch Landing Hoschton GA 30548	
AUTHORIZED AGENT'S NAME:	PHONE NUMBER:	AGENT'S RELATIONSHIP TO OWNER:	
Section A — General Information			
CAN REQUIRED SETBACKS BE MET:	TYPE OF STRUCTURE: Single Family Residence	SOIL SERIES: Wedowee	
DRINKING WATER SUPPLY: Public	WELL ON SITE: NO	WATER USAGE BY: Bedrooms	PERCOLATION RATE / HYDRAULIC LOADING RATE: 55
SYSTEM TYPE: New Construction	NO. OF BEDROOMS / GPD: 3	RESTRICTIVE SOIL HORIZON DEPTH (inches): 60	
LOT SIZE (sq ft / acres): 20326	LEVEL OF PLUMBING OUTLET: Ground Level	SOIL TEST PERFORMED BY: Reichel, Jeff	
Section B — Primary / Pretreatment			
PRETREATMENT: Septic Tank	GARBAGE DISPOSAL: YES	SEPTIC TANK CAPACITY (gallons): 1500	MIN. ATU CAPACITY (gallons):
		DOSING TANK CAPACITY (gallons):	GREASE TRAP CAPACITY (gallons):
SEE SECOND PAGE OF THIS PERMIT FOR SPECIFICS			
Section C — Secondary Treatment			
ABSORPTION FIELD DESIGN:	NUMBER OF TRENCHES:	TOTAL ABSORPTION FIELD REQUIRED: (sq ft)	
	DISTANCE BTW TRENCHES: 7 (linear ft)	636	
ABSORPTION FIELD PRODUCT:	DEPTH OF TRENCHES: 24-36 (range in inches)	TOTAL ABSORPTION FIELD REQUIRED: (linear ft)	
		212	
SEE SECOND PAGE OF THIS PERMIT FOR SPECIFICS			
<p>Issued permits expire twelve (12) months from approval date and are not valid unless signed below by an authorized representative of GA DPH or County Board of Health.</p> <p>Any grading, filling, or other landscaping subsequent to issuance of a permit may render the permit void. Failure to follow the site plan may render the permit void. Any grading, filling, or other landscaping subsequent to final inspection by the county health department, which adversely affects the function of the on-site sewage management system, may render approval void. The installation contractor is responsible for ensuring all required setbacks are met.</p> <p>Issuance of a construction permit for an on-site sewage management system and subsequent approval of same by representative of the Georgia Department of Public Health or county board of health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time; furthermore, said representative(s) do not, by any action taken in effecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.</p>			
INSPECTOR NAME & TITLE	INSPECTOR SIGNATURE	PERMIT DATE	CONSTRUCTION PERMIT #
RER FS FS		02/12/2026	067-103286
			STATUS Approved

EarthWorks

Environmental Services, LLC
(770) 503-6488

5070 Britt Whitmire Road
Gainesville, GA 30506



Item 8.

LEVEL 3 SOIL INVESTIGATION REPORT

Report Date: 2/5/26	Inspection Dates: 4/5/24, 9/20/24 & 2/3/26	Level of Study: 3
Site Location: 2892 Hill Circle	Job No. 24172-2	
Client: Edgar Penafiel	Phone: 973-932-5436	
County: Gwinnett	Parcel No: 5308 019	
Field Inspection By: Jeffrey A. Reichel Jr.		
Boring/Pit Location Method: EOS Arrow 100 Submeter GPS Unit		
Certified By: Jeffrey A. Reichel Jr, DPH CSC		

SOIL SERIES & INTERPRETIVE PROPERTIES

Soil Series & Slope Class (%)	Depth to Bedrock (in)	Depth to PWT* (in)	Estimated Perc. (min/in)	Depth of Estimated Perc/(in)	Recommended Installation Depth (in)	Soil Suitability Code
Mountain Park, 5-15%	>60**	>65	60	6-42	18-30	N3
Wedowee, 2-8%	>72	>72	55	12-48	24-36	A2

* Perched Water Table ** Auger Refusal on Seams of Weathered rock that should be rippable with a backhoe

SOIL SUITABILITY CODE DEFINITIONS

- A2 Soils are typically suitable for conventional absorption field with proper design, installation and maintenance. Existing field lines are within Study Area.
- N2 Soils contain somewhat shallow parent material and partially weathered rock. Backhoe pits have been excavated to 5 feet and parent material is generally suitable for conventional absorption field installation. Estimated perc rate accounts for presence of discontinuous seams of weathered rock.

GENERAL NOTES & COMMENTS

1. The base map was obtained from the Gwinnett County GIS Website.
2. Borings and Pits were located using an EOS Arrow 100 Submeter GPS Unit and Google Earth Professional.
3. Modification of the site including cut and fill of the drain field area may void the conditions cited.
4. When installing drain line in clay soils, every effort should be made to prevent smearing trench walls and bottom. These conditions reduce drainage rate and may cause premature failure. Installation should be conducted under dry soil conditions. If smearing is evident, surface should be picked or raked prior to placement of distribution media.

