Mayor and City Council Worksession

Thursday, December 04, 2025 at 6:00 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:

OLD BUSINESS:

NEW BUSINESS:

1. A Resolution of the City of Dacula, Georgia for Legislative Annexation
2. Bid package for Sanjo Street Widening Improvements Project
3. Ordinance to amend Chapter 4 Alcoholic Beverages
4. Ordinance to amend Article IX of the Zoning Resolution

MARSHAL UPDATE:

CITY ADMINISTRATOR UPDATE:

MEMBER COMMENT(S) / QUESTION(S):

ADJOURNMENT:

A RESOLUTION OF THE CITY OF DACULA, GEORGIA

FOR LEGISLATIVE ANNEXATION

WHEREAS, the General Assembly of Georgia convenes in January of each year for a legislative session; and

WHEREAS, the City of Dacula, Georgia desires to amend its Charter for the purposes of designing certain parcels of land for incorporation into and inclusion within the boundaries of the City; and

WHEREAS, the Mayor and Council of the City of Dacula, Georgia believe that the designation of certain parcels of land for incorporation into and inclusion within the boundaries of the City is in the best interests of the citizens of the City of Dacula; and

WHEREAS, the Mayor and Council of the City of Dacula propose the following described lands be annexed to the existing corporate limits of the City of Dacula, Georgia, to wit:

All those tracts or parcels of land as indicated herein and shown on a map titled "Proposed Annexations," said map and listing of tax parcels being attached hereto as Exhibit "A" and made a part of this Resolution and incorporated herein by reference.

IT IS HEREBY RESOLVED by the Mayor and Council of the City of Dacula that each of the State Representatives and State Senators elected for Gwinnett County should support legislation during the 2026 Session of the General Assembly providing for the annexation of the areas described herein by amending the Charter of the City of Dacula by local act of the Georgia General Assembly in accordance with the provisions of the laws of the State of Georgia.

IT IS SO RESOLVED this _____ day of December, 2025.

_____
Hugh D. King, III, Mayor

ATTEST:

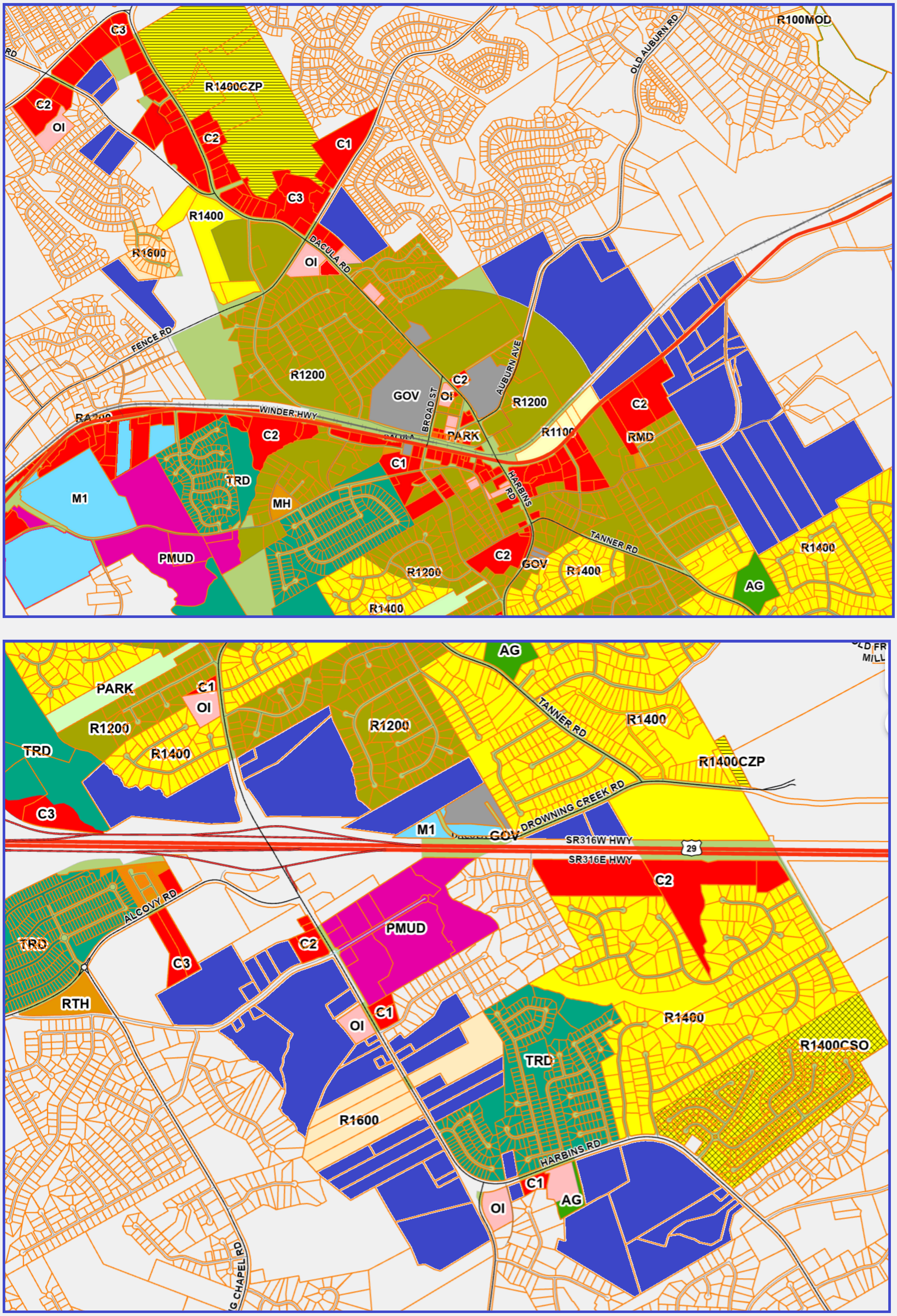
_____
Brittni Nix, City Administrator

EXHIBIT "A"

All that area designated as "Proposed Annexation" and shown in royal blue on the map entitled "Proposed Annexations dated December 4, 2025," said map being attached hereto and adopted by the City and Council of the City of Dacula on December 4, 2025. Said area is intended and is hereby declared to include the following tax parcels as identified in the records of the Gwinnett County Board of Tax Assessors on December 1, 2025:

EXHIBIT A

Parcel Number	Property Address	Owner	Acerage	Existing Zoning	Proposed Zoning
5277 037	2348 W DROWNING CREEK RD	Walter Chatham	3.79	RA200	PMUD
5277 059	2338 W Drowning Creek Rd	Russel Chatham	2.22	RA200	PMUD
5277 039	Drowning Creek Rd	Louise Givens	2.39	RA200	PMUD
R5277 079	2300 W Drowning Creek Rd	Larry John Brewer	1.26	RA200	AG
R5277 064	2248 W Drowning Creed Rd	Javier Juarez	25.02	RA200	AG
R5278 003	2251 W Drowning Creek Rd	Cora B McMillan	14.57	RA200	PMUD
5334 007	2241 W Drowning Creek Rd	James K McMillan	0.56	RA200	PMUD
5278 023	2261 W Drowning Creek Rd	Brenda F Wilkerson	0.73	RA200	PMUD
5278 002	891 Harbins Rd	David E McMillan	44.60	RA200	PMUD
5278 002B	911 Harbins Rd	David E McMillan & Revocable Living Trust	1.50	RA200	PMUD
5278 021	1001 Harbins Rd	Jody L Parr	0.49	RA200	PMUD
5278 030	1011 Harbins Rd	Johnny F Towler	2.05	RA200	PMUD
5278 009	1031 Harbins Rd	Billy Joe Parr	10.26	RA200	R1600
5278 032	1031 Harbins Rd	Billy Joe Parr	0.50	RA200	R1600
5307 007	1042 Harbins Rd	Tony H Hinton	9.99	RA200	R1600
5299 003	1062 Harbins Rd	Tony & Jackie Hinton	0.78	RA200	R1600
5278 017	1072 Harbins Rd	Amy L McAllister	6.78	RA200	R1600
5278 016	1112 Harbins Rd	Kenneth R Hall	2.23	RA200	R1600
5278 026	1151 Harbins Rd	Brooks Bell & Gladys Bell	4.30	RA200	R1600
5278 022	1152 Harbins Rd	Michael & Angela Ward	6.09	RA200	R1600
5278 020	1161 Harbins Rd	Renae Bell & Tammy Fowler	4.20	RA200	R1600
5278 013	1171 Harbins Rd	JJ GA Properties Inc	8.40	RA200	R1600
5278 019	1191 Harbins Rd	Javier Juarez	7.86	RA200	R1600
5279 004	1131 Harbins Rd	Eder R Cifuentes & Sandra C Ramirez-Giraldo	3.00	RA200	R1400
5279 005	1121 Harbins Rd	Eder R Cifuentes & Sandra C Ramirez-Giraldo	1.00	RA200	R1400
5279 003B	1169 Harbins Rd	3D and DM LLC	16.97	RA200	AG
52790 003	1325 Ace McMillan Rd	Morris McMillan	21.30	RA200	AG
5279 016	1375 Ace McMillan Rd	Edwin Ray & Rebecca McMillan	22.22	RA200	AG
5298 009	1232 Harbins Rd	Heather M Slagle	1.97	RA200	AG
5298 006	1231 Harbins Rd	Barney E Daniels	1.00	RA200	AG
5298 024	1285 Harbins Rd	Sandra Chancey Clack	10.62	RA200	AG
5298 022	1285 Harbins Rd	Sandra Chancey Clack	23.98	RA200	AG
5298 011	1311 Harbins Rd	HRCP LLC	34.78	RA200	AG
5311 006	1441 Harbins Rd	Aubrie D Seay & Jairus H Cross	0.52	RA200	AG
5298 038	1451 Harbins Rd	Ryan Nichols & Cahterine Nichols	7.53	RA200	AG
5277 001	652 Harbins Rd	Eddie Kenon Smith	33.00	RA200	AG
5300 071	602 Harbins Rd	Jean Otis Sims Smith	1.01	RA200	AG
5300 048	602 Harbins Rd	Jean Otis Sims Smith	9.90	RA200	AG
5300 111	Harbins Rd	Gwinnett County	39.89	RA200	AG
5300 001	762 Harbins Rd	Kuo Hsiung Huang	22.00	RA200	AG
5310 161	West Drowning Creek Rd	Carole E Gunter	6.00	RA200	AG
5310 003	West Drowning Creek Rd	Evelyn Taylor Williams	6.00	RA200	AG
5307 008	2895 Winder Hwy	Mihail Campain	6.00	RA100	C2
5307 015	Winder Hwy	SSE Land LLC	3.95	RA100	C2
5308 007	2983 Freemans Mill Rd	Atlanta Quality Management LLC	1.44	RA100	R1200
5307 046	Freemans Mill Rd	JMC Food Ince	5.95	RA100	C2
5308 116	2979 Freemans Mill Rd	Terris Vigliotti	1.49	RA100	R1200
5308 004	2990 Freemans Mill Rd	Juan M Tepoz	1.25	RA100	R1200
5308 130	2986 Freemans Mill Rd	Alberto Jarquin	1.11	RA100	R1200
5308 104	2923 Freemans Mill Rd	Georgia P Flanigan	25.55	RA100	AG
5308 005	2984 Freemans Mill Rd	Vallie C Casper, etal	0.20	RA100	R1200
5308 006	2974 Freemans Mill Rd	Environmental Waste Management, LLC	0.71	RA100	R1200
5308 003A	2954 Freemans Mill Rd	Donald Lewis Etheridge	15.81	RA100	AG
5308 003	2870 Freemans Mill Rd	Anthony Maddox Carroll Living Trust	20.00	RA100	AG
5308 139	2920 Freemans Mill Rd	George P Flanigan	20.00	RA100	AG
5308 140	2975 Venable Ln	George P Flanigan	22.76	RA100	AG
5333 103	2985 Venable Ln	Donald Lewis Etheridge	39.56	RA100	AG
5334 001	3044 Winder Hwy	South East Trucking & Trailer	5.71	M1	M1
5307 006	2980 Winder Hwy	Timothy L Montgomery	1.70	C2	C2
5307 005	2954 Winder Hwy	Highway 29 Truck Shop LLC	8.55	M1	M1
5307 017	2880 Winder Hwy	Donald Dell Baker	2.49	R100	C2
5307 010	Winder Hwy	Ruth H Yancey	15.00	R100	C2
5307 001	Old Auburn Rd	Samuel Herbert Hinton Jr	85.21	RA200	AG
5307 038	2735 Old Auburn Rd	Gwinnett County	27.79	R1200	Park
5307 002	2864 Old Auburn Rd	Randale E Mullinax Et Al.	7.66	RA200	AG
5307 024	2898 Old Auburn Rd	Feliciano Tavira	1.00	RA200	AG
5303 053	2500 Fence Rd	Gwinnett County Board of Education	18.00	R1200	GOV
5273 023	3280 Old Peachtree Rd	Atlanta Christian Brethran Assembly	5.00	R140	C2
5273 033	3300 Old Peachtree Rd	Elizabeth Carbajal	2.79	R140	C2
5273 028	3335 Old Peachtree Rd	Daniel Hoffman Keith Strellis	4.43	RA200	C2
5273 005	3355 Old Peachtree Rd	Young Suk Hong & Joseph Jong Jeon	6.90	RA200	C2
5274 001	Fence Rd	Haven at Hebron Inc.	13.47	RA200	R1400 CZP



Proposed Annexations dated December 4, 2025.

HONORING OUR PAST, BUILDING OUR FUTURE
EST. CITY OF 1905
DACULA

MEMO

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator

DATE: November 26, 2025

SUBJECT: Bid package for Sanjo Street Widening Improvements Project

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The Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project bid documents have been finalized and provided for your review. The project scope includes:

- Widening the existing one-way substandard road to a two-lane road
- Asphalt pavement
- Installation of curb and gutter on both sides of the road
- Installation of storm sewer lines and drainage structures on both sides of the road
- Thermoplastic centerline striping, stop bar striping, and sign replacement
- Installation of traffic rated brick pavers with concrete bands for crosswalk designations at all stop conditions along Sanjo Street at McMillan Road, Maxey Street, and Church Street
- Sodding disturbed areas and erosion control

The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) of $641,194.00 dated May 24, 2025. The City has allocated multiple sources of financial assistance for this project. The City was awarded $106,110.83 of FY 2025 Local Road Assistance Administration funds (LRA) from Georgia Department of Transportation. The City executed a change order within 2017 SPLOST Intergovernmental Agreement to assign $50,265.25 for the subject project. In addition, we are scheduled to obtain a subrecipient agreement from Gwinnett County to receive $261,187.00 of FFY-2025 CDBG funding. SPLOST will be utilized to pay the remaining balance of the project.

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

Opinion of Probable Construction Cost

Date: ***May 24, 2024***

2025 CDBG Grant_City of Dacula - Sanjo Street Paving, Drainage, and Sidewalk Improvements

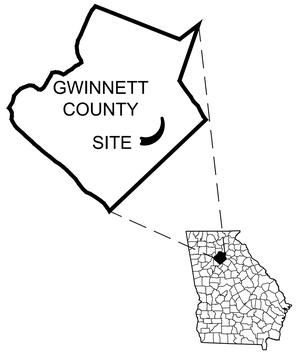
Activity		Unit	Labor $ or LumpSum	Subtotal	Total	Misc Notes
Sanjo Street					***$ 320,500.00***	* Sanjo Street Proposed - 24' wide ep/ep (1,340 L.F. +/-)
Bond and Traffic Control/Signage	1	Ls	25,000.00	*$ 25,000.00*		
Traffic Control	1	Ls	10,000.00	*$ 10,000.00*		
New 24" Curb & Gutter	2,680	LF	12.00	*$ 32,160.00*		
New 5' Sidewalk	1,340	Sf	10.00	*$ 13,400.00*		
Concrete Handicap Ramps	10	Ea	1,200.00	*$ 12,000.00*		
Concrete Driveway Apron Replacement	2,500	Sf	15.00	*$ 37,500.00*		
Crosswalk Striping	500	Lf	10.00	*$ 5,000.00*		
Traffic Stop Bar	60	Lf	10.00	*$ 600.00*		
Double Yellow Centerline Striping	2,680	Lf	3.00	*$ 8,040.00*		
Asphalt Full Depth Pavement Section (8" GAB, 3" Binder, 1-1/2" Surface)	4,000	Sy	35.00	*$ 140,000.00*		
Asphalt Tack Coat	8,000	Sy	0.85	*$ 6,800.00*		
Grading	3,000	Cy	10.00	*$ 30,000.00*		
Storm Improvements					***$ 195,500.00***	
Concrete Headwalls	6	Lf	3,500.00	*$ 21,000.00*		
DWCB	2	Lf	4,500.00	*$ 9,000.00*		
SWCB	14	Lf	4,000.00	*$ 56,000.00*		
RCP Pipe	1,600	Lf	65.00	*$ 104,000.00*		
Rip Rap	100	Tn	55.00	*$ 5,500.00*		
Erosion Control					***$ 41,560.00***	
Inlet Protection (Sd2-F)	16	Ea	400.00	*$ 6,400.00*		
Silt Fence (Sd1-C)	2,680	Lf	12.00	*$ 32,160.00*		
Temporary Grassing (Ds1,Ds2,Ds3)	2.00	ac	1,500.00	*$ 3,000.00*		
				Cost:	***$ 557,560.00***	
				15% Contingency:	$ 83,634.00	
				Total Cost:	**$ 641,194.00**	

*Bowman Consulting Group, Ltd. (Bowman) makes no guarantee as to the accuracy or inaccuracy of the figures above. Rather these costs are for budgeting purposes only. All final costs are subje

* All quantities listed are preliminary and approximate and shall be verified by the Contractor during Bidding. *Does not include traffic improvements at intersection of Sanjo Street and Harbins Roa

* No Utility Modifications are included in cost of OPCC.

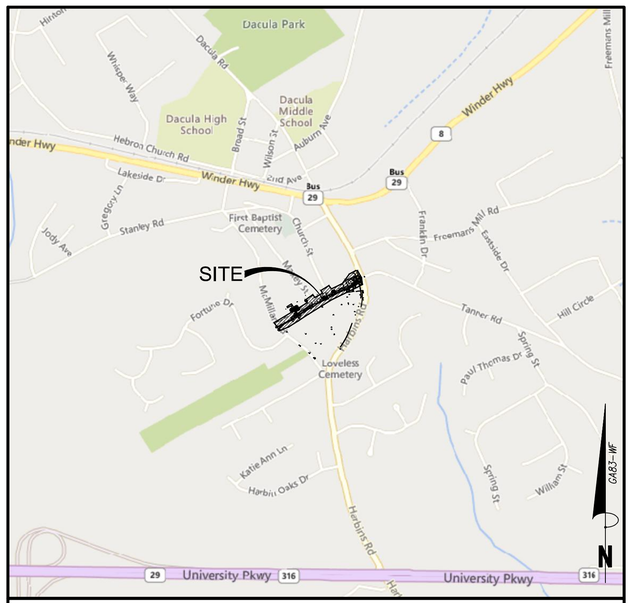
2025 CDBG FOR CITY OF DACULA SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENT PROJECT



GENERAL NOTES:

1. SITE AREA: 1.79 ACRES, DISTURBED AREA: 0.99 ACRES
2. EXISTING ZONING: RIGHT OF WAY
3. LOCATION: LAND LOTS 301 - 5th DISTRICT
   CITY OF DACULA
   GWINNETT COUNTY, GEORGIA
4. EXISTING USE: RESIDENTIAL AND UNDEVELOPED LAND.
5. PROPOSED USE: CITY RESIDENTIAL TWO-WAY STREET.
6. OWNER/DEVELOPER: CITY OF DACULA
   CONTACT PERSON: BRITTNI NIX (770) 963-7451
   P.O. BOX 400
   DACULA, GEORGIA, 30019
7. DESIGNER/ENGINEER: BOWMAN.
   CONTACT PERSON: STEVE DUREN (770)932-6550
   4174 SILVER PEAK PARKWAY
   SUWANEE, GEORGIA 30024

8. DO NOT SCALE DRAWINGS.



VICINITY MAP
SCALE : 1" = 2000'

UTILITIES CONTACT INFORMATION	
UTILITY	CONTACT
GWINNETT COUNTY WATER AND SEWER	SHAWNA DOBSON, EMAIL: shawna.dobson@gwinnettcounty.com
GWINNETT COUNTY DOT	MICHELLE ARNOLD, PHONE: 770-822-7443
GAS	DARREN PERKINS, EMAIL: dperkins@cityofbuford.com
ELECTRICAL	TRISTAN PAYNE, EMAIL: tripayne@southernco.com
AT&T	ANTHONY STANCIL, EMAIL: as925n@att.com
AT&T	BILL SZYMANSKI, EMAIL: bs0368@att.com
CHARTER	JIMMY PRICE, EMAIL: Jimmy.Price@charter.com
MCI / VERIZON	ASH BELAVADI, EMAIL: ash.belavadi@verizon.com
ZAYO	COBB FINDLEY, EMAIL: ZayoGeorgiaRelocations@cobbfendley.com

GEORGIA811
www.Georgia811.com

WETLANDS

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

PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF DEMOLITION OF ALL EXISTING ASPHALT, CURB & GUTTER, STRUCTURES AND HARDSCAPE, CLEARING AND GRUBBING EXISTING TREES WITHIN THE LIMITS OF THE RIGHT OF WAY OF SANJO STREET, CONSTRUCTION CITY STREET WIDENING.

ENGINEER/SURVEYOR:

BOWMAN
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PH: 770-932-6550 FX: 770-932-6551
ENGINEER CONTACT: VICTOR DANG, P.E. EMAIL: victor.dang@bowman.com

SITE VISIT CERTIFICATION:

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

11/21/25

VICTOR DANG, P.E. - GSWCC LEVEL II CERTIFICATION #90012 EXP: 12/19/2028 DATE

FLOODPLAIN:

PART OF THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) PER FEMA FIRM PANEL 13135C0076F DATED 9/29/2006.

STATE WATERS

STATE WATERS ARE NOT ON THIS SITE REQUIRING A 25' STATE UNDISTURBED BUFFER, 50' COUNTY UNDISTURBED BUFFER AND 75' IMPERVIOUS SETBACK MEASURED FROM THE TOP OF BANK.

RECEIVING WATERS UNNAMED TRIBUTARY TO HOPKINS CREEK

SURVEY:

THE BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN IS FROM A SURVEY PERFORMED BY BOWMAN DATED 08/09/2024. DATUM, MEAN SEA LEVEL, NAD83 GA WEST FOOT

DRAWING INDEX	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL NOTES
C002	EXISTING CONDITIONS
C100	DEMOLITION PLAN
C200	SANJO STREET ROAD PLAN
C201	SANJO & TANNER INTERSECTION PLAN
C300	GRADING AND DRAINAGE PLAN
C310	ROAD PROFILE
C320	STORM PROFILE
C321	STORM PROFILE
C400	UTILITY PLAN
C500	EROSION CONTROL NOTES
C510	EROSION CONTROL PLAN PHASE I
C520	EROSION CONTROL PLAN PHASE II
C530	EROSION CONTROL PLAN PHASE III
C540	EROSION CONTROL PLAN DETAILS
C541	EROSION CONTROL PLAN DETAILS
C542	EROSION CONTROL PLAN DETAILS
C700	CONSTRUCTION DETAILS
C701	CONSTRUCTION DETAILS
C702	CONSTRUCTION DETAILS
C703	CONSTRUCTION DETAILS

Bowman

Bowman Consulting Group Ltd
4174 Silver Peak Parkway
Suwanee, GA 30024
Phone: (770) 932-6550
www.bowman.com

Certificate of Authorization License No. LSF001241

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COVER SHEET
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT #
200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VICTOR G. DANG
11/21/25

PLAN STATUS	
11/21/2025	BID SET
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .

JOB No. 24-204(200577-01-001)

DATE : 11/14/2025

FILE No.

SHEET No. C000

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

November 21, 2025
File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-01 SANJO C000 COV.dwg

GENERAL NOTES:

1. CONTRACTOR SHALL VISIT THE SITE AND ACQUAINT HIMSELF WITH SITE CONDITIONS AND MAKE AN INSPECTION OF EXISTING CONDITIONS IN ORDER TO INFORM HIMSELF OF ALL THE EXISTING CONDITIONS ON THE PROJECT SITE.
2. CONTRACTOR IS RESPONSIBLE AS PART OF HIS CONTRACT FOR THE COMPLETION, SUBMITTAL AND ACQUISITION OF ANY CITY OF DACULA CERTIFICATION OF DEVELOPMENT COMPLIANCE OR EQUIVALENT DOCUMENTATION IN CONNECTION WITH ALL DOMESTIC WATER AND FIRE SERVICE SYSTEMS AS MAY BE REQUIRED BY GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES OR THE GEORGIA STATE FIRE MARSHALL.
3. CONTRACTOR MAY, AT HIS OWN EXPENSE AND PRIOR TO BIDDING, MAKE SOILS SURVEYS AND INVESTIGATIONS HE CONSIDERS NECESSARY.
4. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF DACULA AND GWINNETT COUNTY DEVELOPMENT REGULATIONS AND ALL APPLICABLE GWINNETT COUNTY, STATE AND FEDERAL CODES, STANDARDS AND REGULATIONS.
5. ALL MATERIALS, METHODS OF CONSTRUCTION, AND WORKMANSHIP SHALL CONFORM TO APPLICABLE REQUIREMENTS OF ASTM AND AASHTO STANDARDS, UNLESS OTHERWISE SPECIFIED.
6. ALL SPECIFIED PRODUCTS ARE TO BE PROVIDED AS SPECIFIED OR "APPROVED EQUAL."
7. THE UTILITIES SHOWN HAVE BEEN LOCATED IN AN APPROXIMATE WAY. THE CONTRACTOR IS RESPONSIBLE FOR HAVING ALL UTILITIES MARKED AND SHALL CONTACT THE UTILITY PROTECTION CENTER AT (1-800-282-7411) AND SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES, PROTECT ALL UTILITIES FROM DAMAGE OR INTERRUPTION, AND SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES OCCASIONED DUE TO HIS FAILURE TO VERIFY THE LOCATION OR PROTECT UTILITIES.
8. LOCATE EXISTING UNDERGROUND UTILITIES BY CAREFUL HAND EXCAVATION. PROTECT FROM DAMAGE OR INTERRUPTION ALL EXISTING SANITARY SEWER, WATER SERVICE, NATURAL GAS, POWER, ETC. DURING ALL PHASES OF CONSTRUCTION. DAMAGE TO EXISTING UTILITIES AND THE COST OF REPAIRS TO THOSE DAMAGED EXISTING UTILITY SERVICES ARE THE CONTRACTOR'S RESPONSIBILITY.
9. COST RELATED TO THE REMOVAL, RELOCATION , REPLACEMENT AND/OR REROUTING OF ANY, AND ALL EXISTING UTILITIES OR OTHER BUILT, STORED, STOCKPILED ITEMS OF ANY KIND, SURFACE OR SUBSURFACE IS THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE INCLUDED IN THE CONTRACT SUM.
10. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE TO ANY PART OF THE SITE, BUILDING STRUCTURES OR OTHER INSTALLATIONS, CAUSED DURING CONSTRUCTION.
11. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCE ACTIVITY AND SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION UNTIL PERMANENT VEGETATIVE COVER HAS BEEN ESTABLISH.
12. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL DEVICES DURING ALL PHASES OF CONSTRUCTION.
13. SUBMITTALS ARE TO BE TRANSMITTED IN ELECTRONIC FORMAT, AS APPROPRIATE TO THE DOCUMENT, AND TRANSMITTED VIA THE COUNTY'S INTERNET-BASED SUBMITTAL SERVICE.
    - 13.1. IN ADDITION TO SUBMITTALS FOR REVIEW, AND CLOSEOUT, THIS PROCEDURE APPLIES TO REQUESTS FOR INFORMATION (RFI'S), PROGRESS DOCUMENTATION, CONTRACT MODIFICATION DOCUMENTS (E.G., SUPPLEMENTARY INSTRUCTIONS, CHANGE PROPOSALS, CHANGE ORDERS), APPLICATIONS FOR PAYMENT, FIELD REPORTS AND MEETING MINUTES, CONTRACTOR'S CORRECTION PUNCH-LIST, AND ANY OTHER DOCUMENT ANY PARTICIPANT WISHES TO MAKE PART OF THE PROJECT RECORD.
14. BY MAKING HIS SUBMITTAL THE CONTRACTOR REPRESENTS THAT HE HAS SELECTED THE PRODUCTS CONSISTENT WITH THE DRAWINGS AND SPECIFICATIONS; AND HAS DETERMINED AND CONFIRMED THE FITNESS OF THE SELECTED PRODUCTS WITH ALL DETAILS AND DIMENSIONS CAN BE INTEGRATED TO COMPLETE THE WORK.
15. THE CONTRACTOR'S APPROVAL AND SUBMITTAL REPRESENTS THAT THE CONTRACTOR HAS DETERMINED AND VERIFIED MATERIALS, FIELD MEASUREMENTS AND FIELD CONSTRUCTION CRITERIA RELATED THERETO, OR WILL DO SO, AND HAS CHECKED AND COORDINATED THE INFORMATION WITHIN SUCH SUBMITTALS WITH THE REQUIREMENTS OF THE WORK AND OF THE CONTRACT DOCUMENTS.
16. SUBMITTALS NOT DATED, STAMPED, AND SIGNED BY THE CONTRACTOR WILL BE RETURNED AS "INCOMPLETE".
17. FOR EACH SUBMITTAL, ALLOW 14 DAYS FOR REVIEW, EXCLUDING DELIVERY TIME TO AND FROM CONTRACTOR.
18. CONTRACTOR WILL BE BACK CHARGED FOR COST OF ADDITIONAL SUBMITTAL REVIEWS.
19. SHOP DRAWINGS SHALL BE SUBMITED IN ELECTRONIC FORMAT THROUGH SELECTED SUBMITTAL SERVICE. OWNER WILL RETURN TO CONTRACTOR THROUGH SUBMITTAL SERVICE FOR PRINTING AND DISTRIBUTION.
    - 19.1. PRESENT INFORMATION IN CLEAR AND THOROUGH MANNER.
    - 19.2. IDENTIFY DETAILS BY REFERENCE TO SHEET AND DETAIL NUMBERS SHOWN ON DRAWINGS.
    - 19.3. SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO PURCHASE, CONSTRUCTION OR PLACEMENT OF PRODUCTS/MATERIALS REQUIRING SHOP DRAWING REVIEW.
    - 19.4. CONTRACTOR SHALL ASSUME TOTAL RESPONSIBILITY FOR STEEL REINFORCING COVERED WITH CONCRETE FOR WHICH SHOP DRAWINGS HAVE NOT BEEN REVIEWED.
    - 19.5. SHOP DRAWINGS SUBMITTED AFTER MATERIAL IS INSTALLED SHALL NOT BE REVIEWED BY THE LANDSCAPE ARCHITECT/ENGINEER.
    - 19.6. CONTRACTOR WILL BE BACK CHARGED FOR COST OF ADDITIONAL SHOP DRAWING REVIEWS.
20. PRIOR TO INITIATION OF AN RFI, CAREFULLY STUDY ALL CONTRACT DOCUMENTS TO CONFIRM THAT THE INFORMATION SUFFICIENT FOR INTERPRETATION OR CLARIFICATION IS DEFINITELY NOT INCLUDED. INCLUDE IN EACH REQUEST CONTRACTOR'S SIGNATURE ATTESTING TO GOOD FAITH EFFORT TO DETERMINE FROM CONTRACT DOCUMENTS INFORMATION REQUIRING INTERPRETATION OR CLARIFICATION.
21. ANY IMPROPER OR FRIVOLOUS RFI'S WILL BE RETURNED WITHOUT A RESPONSE, WITH AN EXPLANATORY NOTATION.
    - 21.1. THE OWNER RESERVES THE RIGHT TO ASSESS THE CONTRACTOR FOR THE COSTS INCURRED BY THE ARCHITECT/ENGINEER, AND ANY OF ITS CONSULTANTS, DUE TO PROCESSING OF SUCH RFI'S.
22. WHERE ONE CONDITION IS SHOWN FOR A PLAN DETAIL, IT SHALL ALSO APPLY FOR ALL LIKE OR SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.
23. MATERIALS STORAGE: STORE MATERIALS IN A MANNER TO ENSURE PROPER VENTILATION AND DRAINAGE. PROTECT AGAINST DAMAGE, WEATHER, VANDALISM, AND THEFT.
24. SHORING: PROVIDE ALL NECESSARY SHORING, SHEETING, AND BRACING FOR THE PROTECTION OF WORK AND SAFETY OF PERSONNEL. ENGAGE A GEORGIA REGISTERED PROFESSIONAL ENGINEER HIGHLY EXPERIENCED IN THE DESIGN OF SUCH SHORING AND BRACING SYSTEMS TO PERFORM THE DESIGN ENGINEERING FOR SAID SHORING AND BRACING. DO NOT BACKFILL OR LOAD WALLS AND STRUCTURAL SYSTEMS UNTIL SAID WALLS OR SYSTEMS ARE COMPLETELY DEVELOPED AND STRUCTURALLY SOUND.
    - 24.1. SUBMIT DETAILED SHOP DRAWINGS AND SCHEMATIC DIAGRAMS AS NECESSARY TO GRAPHICALLY DESCRIBE ALL SHORING AND BRACING PROCEDURES. INCLUDE CALCULATIONS AND SCHEDULES. ILLUSTRATE SEQUENCING OF ALL SHORING AND BRACING.
25. ALL THE RECORD DOCUMENT INFORMATION REQUIRED BY THE DEVELOPMENT INSPECTIONS PROJECT CLOSEOUT CHECKLIST FOR CITY OF DACULA PROJECTS SHALL BE INCLUDED IN THE CONTRACT WITH NO ADDITIONAL COST TO OWNER.
26. PROJECT RECORD DOCUMENTS REQUIRED INCLUDE THE FOLLOWING:
    - 26.1. MARKED-UP COPIES OF CONTRACT DRAWINGS.
    - 26.2. MARKED-UP COPIES OF SPECIFICATIONS, ADDENDA, AND CHANGE ORDERS.
    - 26.3. MARKED-UP COPIES OF SHOP DRAWINGS OF PRODUCT DATA SUBMITTALS AND RECORD SAMPLES.
    - 26.4. FIELD RECORDS FOR VARIABLE AND CONCEALED CONDITIONS.
    - 26.5. RECORDED INFORMATION ON WORK THAT IS DEPICTED ONLY SCHEMATICALLY ON DRAWINGS.
    - 26.6. RECORDED DRAWING SUB-SURFACE WATER QUALITY FACILITIES, I.E., "AS-BUILT" DRAWING.
    - 26.7. MARK THESE DRAWINGS TO SHOW THE ACTUAL INSTALLATION, WHERE THE INSTALLATION VARIES FROM THE INSTALLATION SHOWN ORIGINALLY. GIVE PARTICULAR ATTENTION TO INFORMATION ON CONCEALED ELEMENTS THAT WOULD BE DIFFICULT TO IDENTIFY OR MEASURE AND RECORD LATER.
    - 26.8. "AS-BUILT" HYDROLOGY ANALYSIS/REPORT.
27. CONTRACTOR SHALL EMPLOY THE SERVICES OF AN INDEPENDENT REGISTERED LAND SURVEYOR (R.L.S.) FOR THE "AS-BUILT" RECORD DRAWINGS. THE R.L.S. WILL HOLD ACTIVE LICENSURE AND REGISTRATION IN THE STATE OF GEORGIA.
28. TESTS AND INSPECTIONS NOT EXPLICITLY ASSIGNED TO OWNER ARE CONTRACTOR'S RESPONSIBILITY. PERFORM ADDITIONAL QUALITY-CONTROL ACTIVITIES REQUIRED TO VERIFY THAT THE WORK COMPLIES WITH REQUIREMENTS, WHETHER SPECIFIED OR NOT.
29. THE OWNER & OWNER'S REPRESENTATIVE WILL PERFORM ONE INSPECTION FOR SUBSTANTIAL COMPLETION, UPON THE REQUEST OF THE CONTRACTOR. ONLY ONE CERTIFICATE OF SUBSTANTIAL COMPLETION WILL BE ISSUED; THIS CERTIFICATE WILL INCLUDE ALL OF THE WORK AND NOT A PORTION OR PORTIONS.
30. PRIOR TO REQUESTING LANDSCAPE ARCHITECT/ENGINEER'S INSPECTION FOR CERTIFICATE OF SUBSTANTIAL COMPLETION:
    - 30.1. OBTAIN AND SUBMIT THE CERTIFICATE OF OCCUPANCY AND /OR CERTIFICATE OF COMPLETION AND ANY APPLICABLE OPERATING PERMITS FROM AUTHORITIES HAVING JURISDICTION.
    - 30.2. SUBMIT ALL SUBMITTALS SPECIFIED IN THE CONTRACT DOCUMENTS TO BE COMPLETED BEFORE SUBSTANTIAL COMPLETION.
31. PRIOR TO REQUESTING OWNER & OWNER'S REPRESENTATIVE 'S FINAL INSPECTION FOR CERTIFICATE OF FINAL COMPLETION AND FINAL PAYMENT, SUBMIT SPECIAL WARRANTIES, WORKMANSHIP BONDS, MAINTENANCE AGREEMENTS, FINAL CERTIFICATIONS AND SIMILAR DOCUMENTS REQUIRED BY CONTRACT DOCUMENTS OR RELATED TO INSTALLED EQUIPMENT AND MATERIALS.
32. THE OWNER & OWNER'S REPRESENTATIVE WILL PERFORM ONLY ONE INSPECTION FOR FINAL COMPLETION, UPON THE REQUEST OF THE CONTRACTOR. THE CONTRACTOR SHOULD TAKE CARE THAT ALL REQUIREMENTS FOR FINAL COMPLETION AS INDICATED IN THE SPECIFICATIONS HAVE BEEN COMPLETED PRIOR TO SUBMITTING HIS REQUEST. IF THE OWNER & OWNER'S REPRESENTATIVE IS UNABLE TO ISSUE THE CERTIFICATE FOR FINAL PAYMENT BECAUSE THE WORK IS NOT COMPLETE, THE CONTRACTOR SHALL PAY ALL SUBSEQUENT INSPECTION COSTS.

GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES NOTES:

1. ALL WATER AND SEWER FACILITIES SHALL BE INSTALLED BY A LICENSED UTILITY CONTRACTOR IN THE STATE OF GEORGIA.
2. 12 GAUGE, SOLID STRAND DETECTION WIRE IS REQUIRED TO BE INSTALLED ABOVE ALL WATER LINES WITH WATERPROOF CONNECTORS AND CONNECTIONS AT EVERY VALVE AND HYDRANTS.
3. MARKING TAPE SHOWING "CAUTION BURIED WATERLINE" SHALL BE INSTALLED APPROXIMATELY 18-INCHES ABOVE ALL WATERLINES.
4. AS-BUILTS RECORD DRAWINGS (HARD COPIES AND DIGITAL FORMAT) FOR THIS PROJECT MUST BE SUBMITTED AND APPROVED BY GWINNETT COUNTY PRIOR TO FINAL ACCEPTANCE BY THE OWNER.
5. THE GWINNETT COUNTY WATER DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 48 HOURS (MONDAY THROUGH FRIDAY) PRIOR TO COMMENCING ANY WORK, TESTING, AND PRIOR TO MAKING ANY CONNECTIONS TO EXISTING WATERLINES.
6. THE GWINNETT COUNTY SEWER DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 48 HOURS (MONDAY THROUGH FRIDAY) PRIOR TO COMMENCING ANY WORK, TESTING, AND PRIOR TO MAKING ANY CONNECTIONS TO EXISTING SEWER LINES OR MANHOLES.
7. ALL WATER AND SEWER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH GWINNETT COUNTY STANDARD SPECIFICATIONS AND DETAILS, LATEST EDITION.
8. FOR D.I.P. SEWER LINES, THE MINIMUM WALL THICKNESS SHALL BE CLASS 350 AND THE INTERIOR LINING
9. SHALL BE CEMENT. WALL THICKNESS GREATER THAN THE MINIMUM CALLED FOR ABOVE MAY BE REQUIRED
10. DUE TO GREATER DEPTHS OR VARYING BEDDING REQUIREMENTS. CLASS C BEDDING IS THE MINIMUM ALLOWED.
11. USE OF PRE-CAST INVERTS IS ACCEPTABLE PROVIDED INVERTS ARE NOT MODIFIED
12. ALL NEW PIPE TIE-INS REQUIRE NEW INVERTS IN MANHOLES (3.5.12F)
13. IN THE FIRST NEWLY INSTALLED MANHOLE UPSTREAM OF THE EXISTING TIE-IN MANHOLE, CONTRACTOR SHALL INSTALL TEMPORARY MECHANICAL PLUGS ON THE INFLOW AND OUTFLOW INVERTS. SAID MECHANICAL PLUGS SHALL BE TIED TO THE MANHOLE STEP WITH STEEL CABLE AND PADLOCKED TO PREVENT TAMPERING AND GCDWR SHALL INSTALL A LOCKING COVER. (SEE DETAIL S15).
14. PER THE FEE RESOLUTION THERE IS A "PENALTY FEE" OF 100% OF THE PERMIT FEE FOR SITE ACTIVITY PRIOR TO ISSUANCE OF APPROPRIATE PERMITS (LAND DISTURBANCE, DEVELOPMENT, OR UTILITY CONSTRUCTION)
15. INFORMATION REGARDING UNDERGROUND UTILITIES ON THESE PLANS IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL REQUEST A FIELD LOCATION THROUGH THE UTILITIES PROTECTION CENTER AND ANY UTILITY OWNERS THOUGHT TO HAVE FACILITIES IN THE AREA. THE CONTRACTOR SHALL PROMPTLY COMPARE THESE FIELD-MARKED LOCATIONS WITH THE PROJECT PLANS AND THEN NOTIFY THE DESIGNER OF ANY ANTICIPATED PROBLEMS OR NEED FOR DESIGN CHANGES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXCAVATE OR CAUSE THE UTILITY OWNER TO EXCAVATE FOR THE PURPOSE OF DETERMINING EXACT ELEVATIONS OR LOCATIONS AT UTILITY CROSSINGS AND OTHER CRITICAL LOCATIONS WELL IN ADVANCE OF THE WORK UNDER THIS CONTRACT.
16. DAMAGE TO EXISTING UTILITIES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE DEVELOPER AND/OR THE DEVELOPER'S CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT LOCATION, SIZE, AND MATERIAL OF ANY EXISTING WATER OR SANITARY SEWER FACILITY PROPOSED FOR CONNECTION OR USE BY THIS PROJECT.
17. ALL CUT AND FILL SLOPES MUST BE ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION.
18. BORE WITHIN THE VICINITY OF THE MANHOLE AND CORE FROM THE INSIDE OF THE MANHOLE IN THE PRESENCE OF AN INSPECTOR
19. TAP TO BE PERFORMED ONLY BY GCDWR TO SCHEDULE CALL 678-376-7029 72 HOURS IN ADVANCE. CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATION AND BACKFILL MATERIAL. EXCAVATION AREA MUST MEET OR EXCEED OSHA STANDARDS AND BE READY PRIOR TO SCHEDULED TIME FOR COUNTY FORCES TO ARRIVE AND PERFORM TAP.
20. A CONSTRUCTION PERMIT IS TO BE ACQUIRED BY A GCDWR APPROVED CONTRACTOR PRIOR TO INSTALLATION. CALL 678-518-6000 FOR INFORMATION AND COPY OF APPROVED CONTRACTOR'S LIST. A MANDATORY PRE-CONSTRUCTION CONFERENCE WITH INSPECTOR, BY APPOINTMENT ONLY, IS REQUIRED 48 HOURS PRIOR TO ANY UTILITY CONSTRUCTION. ANY UTILITY DESIGN CHANGES MUST BE APPROVED BY THE WATER AND SEWER REVIEW SECTION OF P&d PRIOR TO INSTALLATION.
21. AS-BUILT/RECORD DRAWINGS FOR SEWER SYSTEM REQUIRED PRIOR TO REQUESTING FINAL PLAT APPROVAL, TEMPORARY CERTIFICATE OF OCCUPANCY OR ISSUANCE OF CERTIFICATE OF OCCUPANCY. ALLOW MINIMUM 10 BUSINESS DAYS FOR INITIAL REVIEW AND ADDITIONAL TIME FOR RE-REVIEW(S). DRAWINGS TO BE SUBMITTED TO, REVIEWED AND APPROVED BY DEPARTMENT OF WATER RESOURCES.
22. ALL WORK TO BE PERFORMED ACCORDING TO GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES - WATER MAIN AND SANITARY SEWER DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS (APRIL 5, 2016). ACTUAL FIELD CONDITIONS COULD DICTATE MORE STRINGENT REQUIREMENTS, IF DEEMED NECESSARY BY INSPECTOR.
23. GCDWR DOES NOT AUTHORIZE ANY PAVEMENT CUTS - IF CUT IS NECESSARY PERMISSION MUST BE OBTAINED FORM THE OWNER OF STREET.
24. MAINTAIN 10' SEPARATION BETWEEN WATER AND SEWER LINES.
25. TREATMENT OF REMAINING GROUND SHALL BE SOD, SEEDED OR HYDRO SEEDED WITH GRASS, AND/OR PLANTED WITH GROUND COVER SPECIES AND/OR PROVIDED WITH OTHER LANDSCAPING MATERIAL, OR ANY COMBINATION THEREOF.

GCDOT NOTE:

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ANY RELOCATION OR DAMAGE TO GWINNETT COUNTY DOT (GCDOT) TRAFFIC SIGNAL OR ATMS INFRASTRUCTURE (LOOP, LEAD-IN, FIBER OPTICS, CONDUIT, PULL BOX, ETC.) DUE TO CONSRUCTION ACTIVITIES AND MUST USE A GCDOT APPROVED CONTRACTOR TO PERFORM ANY WORK ON SAID INFRASTRUCTURE. NOTIFY GCDOT AT 678-639-8800 OF ANY ACTIVITY.

TRAFFIC SIGNAGE NOTE:

ALL TRAFFIC CONTROL SIGNS THAT ARE REMOVED OR DAMAGES SHALL BE REINSTALLED OR REPLACED. SIGNS MUST BE REINSTALLED TO THE STANDARDS IN THE MANUAL UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

GWINNETT COUNTY FIRE NOTES:

1. PLACEMENT OF FIRE HYDRANTS SHALL BE A MINIMUM OF 3 FT. AND A MAXIMUM OF 15 FT. FROM THE BACK OF CURB OR ROAD EDGE WITH THE LARGE FIRE DEPARTMENT CONNECTION FACING THE NEAREST FIRE DEPARTMENT ACCESS POINT AND SET A MINIMUM OF 18" AND A MAXIMUM OF 36" ABOVE FINISHED GRADE T TO THE CENTER OF THE LARGE FIRE DEPARTMENT CONNECTION. AUTHORITY HAVING JURISDICTION.
2. (GROUND AND FLOOR SURFACES) ALONG ACCESSIBLE ROUTES AND WALKS, RAMPS, STAIRS AND CURBS RAMPS, SHALL BE STABLE, FIRM, SLIP-RESISTANT AND SHALL COMPLY WITH RULE 120-3-20-.16&19.
3. (FIRE HYDRANTS AND WATER MAINS) ARE TO BE INSTALLED, FLUSHED, AND UNDER PRESSURE BEFORE ANY COMBUSTIBLE CONSTRUCTION IS STARTED. GWINNETT COUNTY ORDINANCE FOR FIRE PROTECTION AND LIFE SAFETY, SECTION 46-38(a).
4. FIRE HYDRANT SPACING IN INDUSTRIAL & COMMERCIAL DEVELOPMENTS. ADDITIONAL HYDRANTS MAY BE REQUIRED TO PERMIT ALL PORTIONS, OF ALL BUILDINGS, TO BE REACHED BY HOSE LAYS NOT TO EXCEED 400 FT BY ROAD TRAVEL. GWINNETT COUNTY ORDINANCE FOR FIRE PROTECTION AND LIFE SAFETY, SECTION 46-37 (C).
5. DURING CONSTRUCTION AND FOR PERMANENT ACCESS, ROADWAYS CONSTRUCTED OF AN ALL WEATHER SURFACE CAPABLE OF SUPPORTING 75,000 POUNDS GROSS WEIGHT SHALL BE PROVIDED PER INTERNATIONAL FIRE CODE, CHAPTER 5, SECTION 503.2.3, 2006 EDITION.

PLANTS AND LANDSCAPING NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ALL MEANS, METHODS, LABOR, MATERIALS, AND EQUIPMENT REQUIRED BY OR INDICATED BY THE DRAWINGS AND SPECIFICATIONS TO SATISFACTORILY COMPLETE THE CONSTRUCTION OF THE PROJECT INCLUDING ALL LANDSCAPE AND PLANTING WORK.
2. BEFORE COMMENCING ANY WORK, THE CONTRACTOR SHALL LOCATE ALL UTILITIES, SUBSURFACE DRAINAGE, AND UNDERGROUND CONSTRUCTION SO THAT PROPER PRECAUTIONS MAY BE TAKEN NOT TO DISTURB OR DAMAGE ANY SUBSURFACE IMPROVEMENTS. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR MAKING ALL REPAIRS, AT HIS OWN EXPENSE TO DAMAGED UTILITIES RESULTING FROM THE WORK.
3. SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL OPERATIONS REQUIRED SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT, WHO SHALL HAVE THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK WHICH, IN THEIR OPINION, DOES NOT MEET THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS.
4. ANY DEVIATION FROM THE DRAWINGS AND SPECIFICATIONS MUST BE SUBMITTED IN WRITING BY CONTRACTOR TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ANY WORK TAKING PLACE.
5. CONTRACTOR MUST PROVIDE PLANTS THAT MEET ALL REQUIREMENTS INCLUDING HEIGHT AND SPREAD, REGARDLESS OF SPECIFIED CALIPER OR CONTAINER SIZE. SUBSTITUTIONS MUST BE APPROVED BY ADDENDUM PRIOR TO BID AND APPROVED BY ARBORIST PRIOR TO PLANTING. TREE CALIPER TO BE VERIFIED PRIOR TO PLANTING. UNDERSIZED PLANTS MAY BE REJECTED BY THE OWNER, THE OWNER'S REPRESENTATIVE AND / OR THE LOCAL ISSUING AUTHORITY.
6. TOPPING TREES IS NOT ALLOWED. TREES REMOVED OR HAVING THEIR TOPS CUT AFTER COMPLIANCE WITH THIS ORDINANCE SHALL BE REPLACED WITH THE EQUIVALENT INCHES OF REMOVED TREES.
7. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH PROTECTIVE FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

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GENERAL NOTES
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

REGISTERED PROFESSIONAL ENGINEER VUONG Q. DANG PE042097 — 11/21/25

PLAN STATUS	
11/21/2025	BID SET
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C001

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

File Path:V:\200623 - City of Dacula\200623-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-D SANJO CG00 COV.dwg
November 21, 2025

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November 21, 2025

File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Plans\SANJO SHEETS\200577-01-10 SANJO C000 COV.dwg

LEGEND

- UTILITY POLE (PP)
- GUY WIRE
- LIGHT POLE (LP)
- FLAG POLE (FP)
- FIRE HYDRANT (FH)
- SIGN
- JUNCTION BOX (JB)
- DROP INLET (DI)
- WATER VALVE (WV)
- ROOF DRAIN (RD)
- CLEAN OUT (CO)
- WATER METER (WM)
- SANITARY MANHOLE
- IRON PIN FOUND
- CONCRETE
- WALL
- HEAD WALL (HW)
- FENCE LINE
- TREE LINE
- HANDICAP RAMP
- CURB AND GUTTER

ABBREVIATIONS

INV	INVERT ELEVATION
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
FFE	FINISHED FLOOR ELEVATION
TBM	TEMPORARY BENCHMARK
GV	GAS VALVE
CB	COMMUNICATIONS BOX
UGCM	UNDERGROUND CABLE MARKER
GLM	GAS LINE MARKER
WLM	WATER LINE MARKER
PB	PLAT BOOK
DB	DEED BOOK
N/F	NOW OR FORMERLY
SSMH	SANITARY SEWER MANHOLE
DWCB	DOUBLE WING CATCH BASIN
SWCB	SINGLE WING CATCH BASIN
FES	FLARED END SECTION
CONC	CONCRETE
OHP	OVERHEAD POWER
OTP	OPEN TOP PIPE
P.O.B.	POINT OF BEGINNING

GRAPHIC SCALE
1"=20'
0 20' 40'

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EXISTING CONDITIONS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT #
200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VUONG G. DANG
11/21/25

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION	
KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C002

ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

EXISTING CURB & GUTTER TO REMAIN SHALL BE PROTECTED, IF DAMAGED, REPLACE IN KIND.

PROTECT FIRE HYDRANT. RELOCATE AS REQUIRED, PROTECT AND RAISE WATER VALVE TO PROPOSED FINISH GRADE.

REMOVE AND PLUG EXISTING STORM PIPES TO BE REMOVED

PROTECT ALL WATER VALVES AND RAISE TO PROPOSED FINISH GRADE (TYP.)

GA POWER TO RELOCATE EXISTING POLE/LINE TO OTHER SIDE OF STREET

TREES REMOVED BY CITY CORE PROJECT. (TYP.)

PROTECT ALL WATER VALVES AND RAISE TO PROPOSED FINISH GRADE (TYP.)

ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

PROTECT EXISTING CHAIN LINK FENCE (DO NOT DISTURB)

10' TEMPORARY CONSTRUCTION EASEMENT (TYP.)

CONTRACTOR SHALL PERFORM SITE VISIT TO DOCUMENT NUMBER AND SIZE OF TREES TO TO BE REMOVED. (TYP.), COORDINATE WITH PROPERTY OWNER BEFORE REMOVAL

WORK FOR DEMOLITION OF THE HOUSE. REFER TO GEOHYDRO E REPORT OF PRE-DEMOLITION ASBESTOS SURVEY AND LEAD PAIN FOR ALL ITEMS TO BE REMOVED AND INCLUDED IN CONTRAC

DEAD PINE TREE HAS BEEN REMOVED BY THE CITY, LEAVING A HIGH STUMP. CONTRACTOR SHALL GRIND DEAD TREE STUMP.

CONTRACTOR SHALL PERFORM SITE VISIT TO DOCUMENT NUMBER AND SIZE OF TREES TO TO BE REMOVED. (TYP.)

GA POWER TO RELOCATE EXISTING POLE/LINE FOR UNDERGROUND SERVICES

PROTECT ALL WATER VALVES AND RAISE TO PROPOSED FINISH GRADE (TYP.)

GA POWER TO RELOCATE EXISTING POLE/LINE FOR UNDERGROUND

EXISTING HOUSE, CONCRETE DRIVEWAY, CONCRETE SIDEWALKS, ASPHALT PAVEMENT, ETC. ON PARCEL OTHER THAN EXISTING UTILITIES AND TRAFFIC SIGNALIZATION SHALL BE REMOVED TO EARTH SUB-GRADE. CONTRACTOR SHALL REMOVE ALL ASBESTOS RELATED PRODUCTS AND LEAD BASED PRODUCTS AS REQUIRED BY THE STATE AS PART OF THEIR SCOPE OF WORK FOR DEMOLITION OF THE HOUSE. REFER TO GEOHYDRO ENGINEERS REPORT OF PRE-DEMOLITION ASBESTOS SURVEY AND LEAD PAINT SCREEN FOR ALL ITEMS TO BE REMOVED AND INCLUDED IN CONTRACTOR'S BID.

CONTRACTOR SHALL PERFORM SITE VISIT TO DOCUMENT NUMBER AND SIZE OF TREES TO TO BE REMOVED. (TYP.)

COORDINATE WITH GWCO DOT FOR RELOCATION OF SIGNAL MAST AND OTHER SIGNAL ITEMS. (MICHELLE ARNOLD 770-822-7443)

COORDINATE WITH GWCO DOT FOR RELOCATION OF SIGNAL MAST AND OTHER SIGNAL ITEMS. (MICHELLE ARNOLD 770-822-7443)

SITE NOTES:

1. BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS AT THE PROJECT SITE BY ON-SITE VISITATION AND INSPECTION, REVIEW ALL PLANS, SPECIFICATIONS, FEDERAL, STATE AND COUNTY REGULATIONS AND ORDINANCES TO FULLY ASCERTAIN THE SCOPE OF THE WORK ILLUSTRATED AND/OR IMPLIED WITHIN THESE PLANS.
2. COMPLY WITH ALL UTILITIES PROTECTION CENTER REQUIREMENTS. (SEE #4 BELOW)
3. SURVEY AND ESTABLISH ALL TOPOGRAPHIC BENCHMARKS, BOUNDARY MONUMENTATION, BUILT ITEMS AND EXISTING UTILITIES PERTAINING TO THE WORK SHOWN OR IMPLIED WITHIN THESE PLANS AND MAINTAIN SAID LOCATIONS THROUGHOUT THE DURATION OF THE PROJECT.
4. THE PROJECT EXISTING UTILITIES SHOWN HERE HAVE BEEN LOCATED IN AN APPROXIMATE WAY.
   - MARK ALL UTILITIES SHALL CONTACT THE UTILITY PROTECTION CENTER AT (1-800-282-7411);
   - VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES;
   - PROTECT ALL UTILITIES FROM DAMAGE OR INTERRUPTION;
   - REPAIR ANY AND ALL DAMAGES THAT OCCUR DUE TO FAILURE TO VERIFY THE LOCATION OR PROTECT UTILITIES.
5. THE OWNER & DESIGN PROFESSIONAL / LAND SURVEYOR DO NOT GUARANTEE THAT ALL EXISTING UTILITIES ARE ILLUSTRATED ON THESE PLANS. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES.
6. PROTECT ALL UTILITIES FROM DAMAGE THROUGHOUT THE DURATION OF THE PROJECT AND REPAIR ANY AND ALL DAMAGE TO EXISTING UTILITIES CAUSED BY CONSTRUCTION OPERATIONS. REROUTE, RELOCATE AND/OR MODIFY ANY EXISTING UTILITIES THAT APPEAR ON THE REFERENCE SURVEY (ROADS, ACCESSWAYS, DRAINAGE WAYS, ETC.) IN ORDER TO MAINTAIN THE FUNCTION OF SAID FACILITIES.
7. PROVIDE ALL TEMPORARY TRAFFIC SAFETY DEVICES INCLUDING BUT NOT LIMITED TO BARRICADES, SIGNAGE, SIGNAL LIGHTS OR FLAGMEN TO PROTECT THE PUBLIC AT LARGE, AND CONSTRUCTION PERSONNEL WHILE OPERATING WITHIN PUBLIC STREETS AND / OR RIGHTS-OF-WAY.
8. ERECT AND MAINTAIN ALL SOIL EROSION CONTROL MEASURES PRIOR TO DEMOLITION OPERATIONS AND PROTECT ALL ADJACENT PROPERTIES REGARDLESS OF OWNERSHIP.
9. ALL EXISTING PIPING THAT IS TO BE DEMOLISHED WILL BE DEMOLISHED AND REMOVED TO EARTH SUB-GRADE. MATERIAL IS TO BE DISPOSED OF LEGALLY OFF-SITE.
10. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND / OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
11. REMOVE ALL MISCELLANEOUS DEBRIS FROM THE SITE. THAT ARE DESIGNATED TO BE REMOVED BY THE CITY OF DACULA AND THE DESIGN ENGINEER OR AS DIRECTED IN THE CONSTRUCTION DOCUMENTS.
12. SAW-CUT SMOOTH LINE BETWEEN PORTIONS OF CURB AND GUTTER TO BE DEMOLISHED AND REMOVED AND REMAINING PORTIONS.
13. DO NOT PUT ANY EQUIPMENT, MATERIALS, OR DEBRIS ON ANY ADJACENT PROPERTY.
14. CLEAR AND GRUB EXISTING VEGETATION WITHIN THE LIMITS OF DISTURBANCE EXCEPT THE AREAS WITHIN A DESIGNATED TREE SAVE AREA. SEE SHEET C1.0 DEMOLITION PLAN FOR TREE FENCE LOCATION.
15. DO NOT BURY ANY CLEARING AND GRUBBING DEBRIS AND / OR DEMOLITION DEBRIS ON-SITE.
16. BURNING ON-SITE IS NOT PERMITTED.
17. CONTRACTOR TO COORDINATE WITH CITY CORE CONTRACTOR FOR RELOCATION OF CONSTRUCTION FENCING ADJACENT TO SANJO STREET WIDENING PROJECT.
18. CONTRACTOR IS RESPONSIBLE FOR RELOCATING CITY CORE SILT FENCE ADJACENT TO SANJO STREET WIDENING PROJECT AS PART OF THE SCOPE OF WORK. CONTRACTOR SHALL COORDINATE WITH CIT CORE CONTRACTOR ON SUITABLE LOCATION.

LEGEND	
SYMBOL	DESCRIPTION
*	CLEAR & GRUB EXISTING TREES & PLANTING WITHIN THE LIMITS SHOWN
(A)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING STRUCTURES
(B)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING ASPHALT PAVEMENT
(C)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING CONCRETE CURB & GUTTER
(D)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING DRIVEWAY APRON
(E)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING CONCRETE SIDEWALK
(F)	DEMOLISH AND REMOVE EXISTING FENCE & GATE
(G)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING WALLS
(H)	DEMOLISH AND REMOVE TO EARTH SUB-GRADE EXISTING DRIVEWAY
(I)	REMOVE AND RELOCATE EXISTING MAILBOX TO THE SIDE OF THE STREET WHERE THE PROPERTY RESIDES, CONTRACTOR TO COORDINATE WITH POST OFFICE
(J)	EXISTING POWER POLE / LIGHT POLE TO BE RELOCATED BY GEORGIA POWER, CONTRACTOR TO COORDINATE WITH UTILITY OWNER
(K)	REMOVE EXISTING STORM STRUCTURE & STORM PIPE
(L)	CLEAR & GRUB EXISTING TREE, GRIND STUMP.

GRAPHIC SCALE 1"=20' (0, 20', 40')

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DEMOLITION PLAN
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PE024080 PROFESSIONAL ENGINEER VUONG Q DANG 11/25

LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION	
KDW DESIGN	RWH DRAWN	SAD CHKD

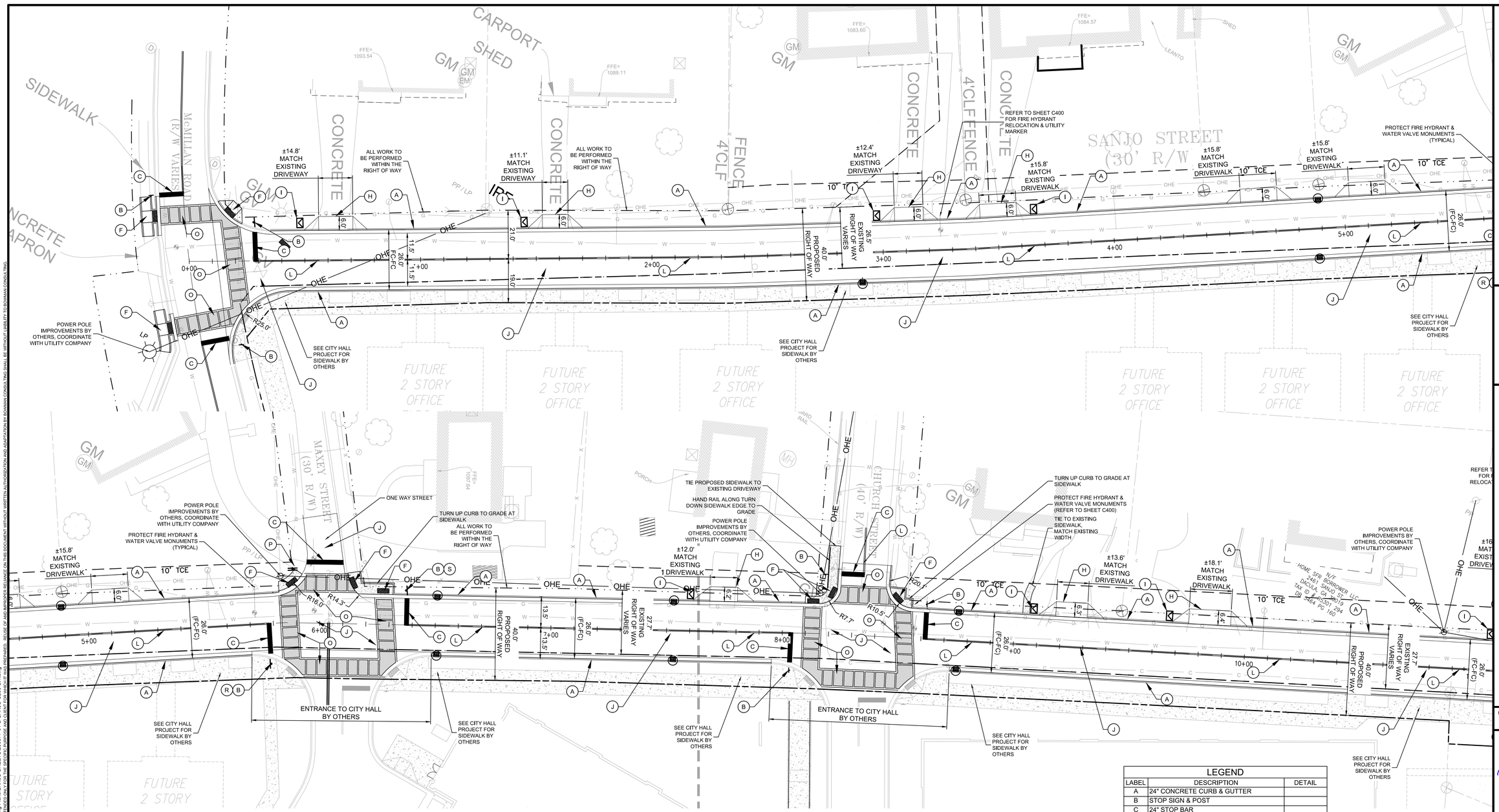
SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C100

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LEGEND		
LABEL	DESCRIPTION	DETAIL
A	24" CONCRETE CURB & GUTTER	
B	STOP SIGN & POST	
C	24" STOP BAR	
D	STOP FOR PEDESTRIAN SIGN & POST	
E	GA-DOT STANDARD CROSSWALK TRAFFIC MARKING	
F	ADA CURB RAMP WITH DET. STRIP	
G	30" DOT STANDARD CONCRETE CURB & GUTTER	
H	CONCRETE DRIVEWAY APRON	
I	MAIL BOX, COORDINATE WITH POST OFFICE FOR RELOCATION.	
J	HEAVY DUTY ASPHALT PAVEMENT	
K	CONCRETE SIDEWALK	
L	GADOT DOUBLE YELLOW CENTERLINE	
M	GADOT 4" SOLID WHITE LINE	
N	GADOT 4" SKIP WHITE LINE	
O	VEHICULAR PAVER CROSSWALK	
P	STOP SIGN AND POST WITH "DO NOT ENTER" SIGN ON BACK	
R	NO LEFT TURN SIGN BELOW STOP SIGN ON POST	
S	NO RIGHT TURN SIGN BELOW STOP SIGN ON POST	

GRAPHIC SCALE
0 20' 40'
1"=20'

24 HOUR CONTACT
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SANJO STREET ROAD PLAN
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECTS
CITY OF DACULA, GA

CONSULTANT PROJECT #
200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VUONG G. DANG 11/21/25

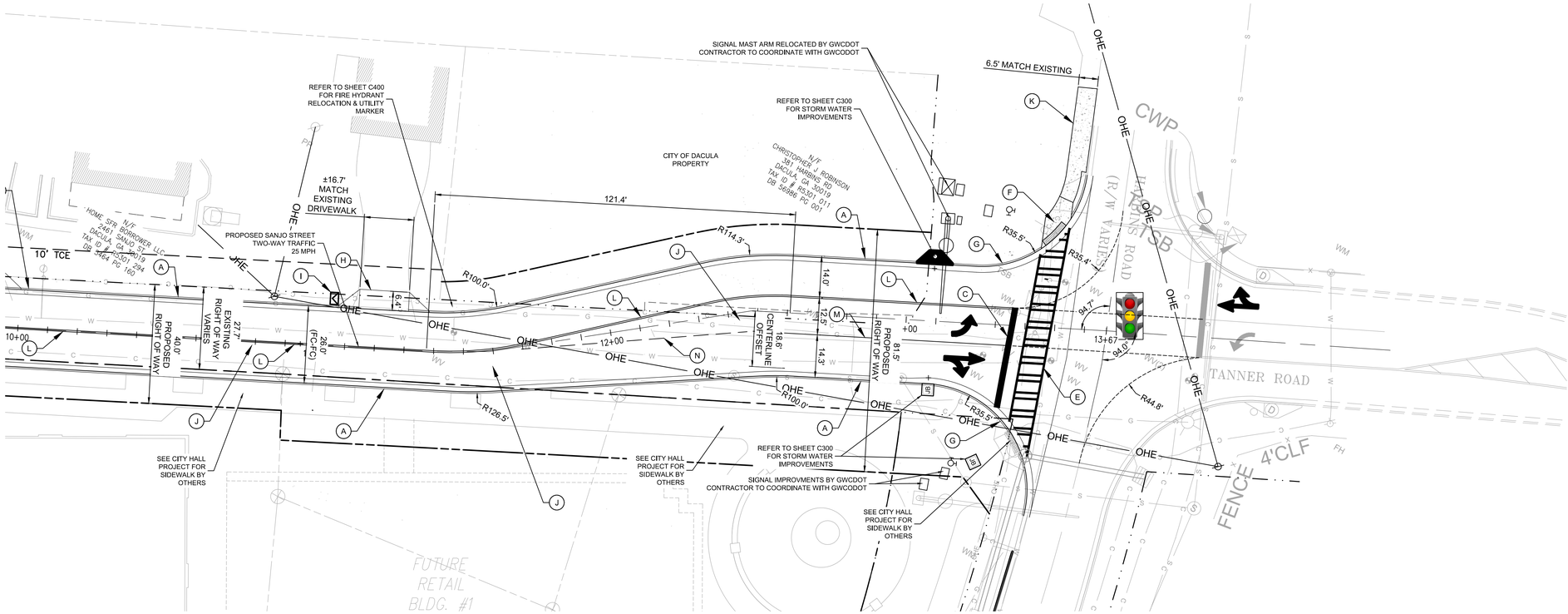
PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C200

LEGEND		
LABEL	DESCRIPTION	DETAIL
A	24" CONCRETE CURB & GUTTER	
B	STOP SIGN & POST	
C	24" STOP BAR	
D	STOP FOR PEDESTRIAN SIGN & POST	
E	GA-DOT STANDARD CROSSWALK TRAFFIC MARKING	
F	ADA CURB RAMP WITH DET. STRIP	
G	30" DOT STANDARD CONCRETE CURB & GUTTER	
H	CONCRETE DRIVEWAY APRON	
I	MAIL BOX, COORDINATE WITH POST OFFICE FOR RELOCATION.	
J	HEAVY DUTY ASPHALT PAVEMENT	
K	CONCRETE SIDEWALK	
L	GADOT DOUBLE YELLOW CENTERLINE	
M	GADOT 4" SOLID WHITE LINE	
N	GADOT 4" SKIP WHITE LINE	
O	VEHICULAR PAVER CROSSWALK	
P	STOP SIGN AND POST WITH "DO NOT ENTER" SIGN ON BACK	
R	NO LEFT TURN SIGN BELOW STOP SIGN ON POST	
S	NO RIGHT TURN SIGN BELOW STOP SIGN ON POST	



INTERSECTION CONSTRUCTION PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
1"=10'

24 HOUR CONTACT
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SANJO & TANNER INTERSECTION PLAN
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE,
AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT #
200577-01-001

REGISTERED
PROFESSIONAL
ENGINEER
VUONG Q. DANG
PE042097
11/21/25

PLAN STATUS	
11/21/2025	BID SET
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C201

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EXISTING STORM STRUCTURE 1-F
CONTRACTOR TO REMOVE TEMPORARY 12" HDPE DRIVEWAY CULVERT PIPE AND PLUG STRUCTURE WHERE PIPE WAS REMOVED

STORM LINE FROM STRUCTURE 1-A TO 1-G ARE N.I.C. INSTALLED UNDER ADMINISTRATION BUILDING COMPLEX PROJECT, TIE PROPOSED STORM PIPE TO EXISTING STRUCTURE

REMOVE EXISTING 12" DRIVEWAY CULVERT TO STRUCTURE 1-F

THERE IS NO TEMPORARY CONSTRUCTION EASEMENT. ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

REMOVE EXISTING 12" DRIVEWAY CULVERT TO STRUCTURE 1-F

THERE IS NO TEMPORARY CONSTRUCTION EASEMENT. ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

ENTRANCE TO CITY HALL BY OTHERS

ENTRANCE TO CITY HALL BY OTHERS

GRAPHIC SCALE
1"=20'

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GRADING AND DRAINAGE PLAN
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT #
200577-01-001

GEORGIA REGISTERED PE042007 PROFESSIONAL ENGINEER VUONG Q. DANG
LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

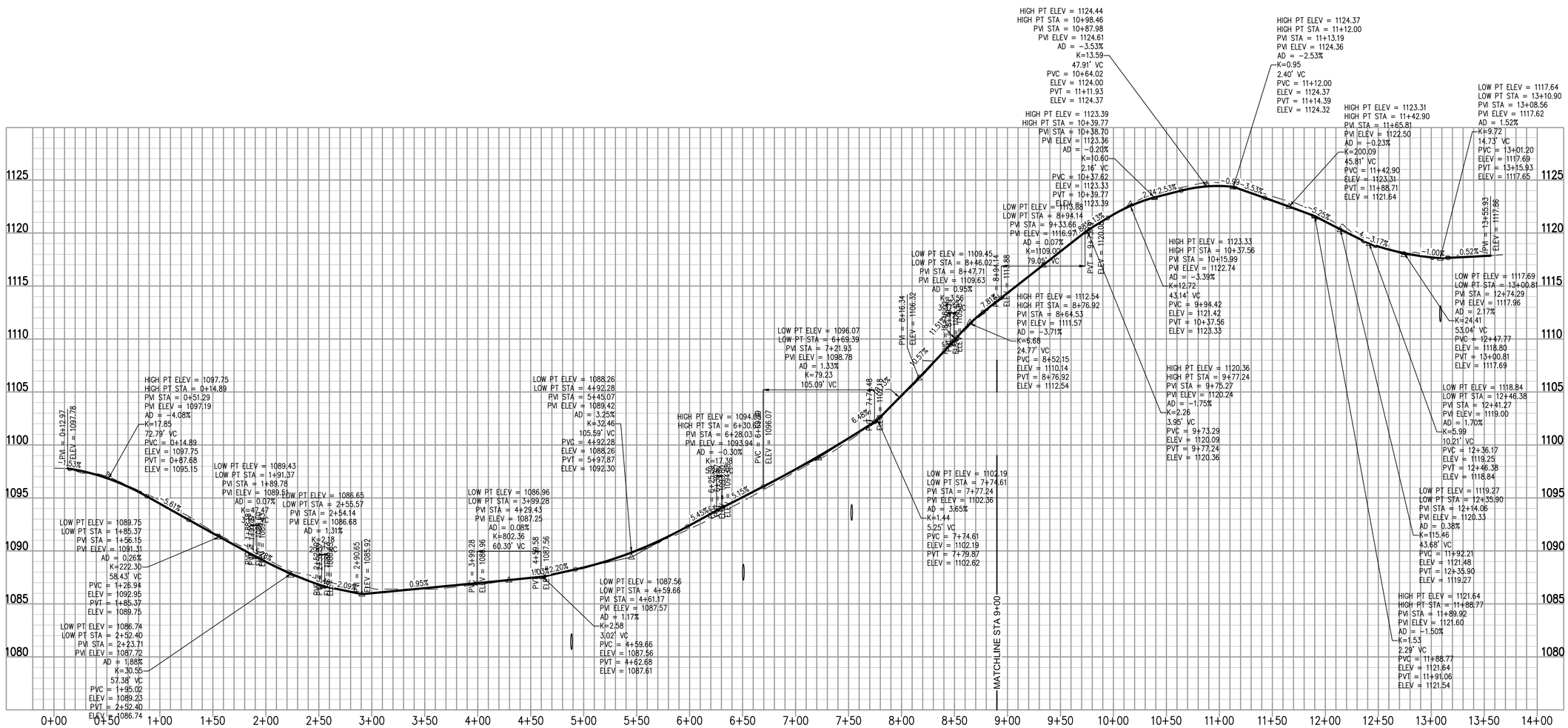
DATE	DESCRIPTION

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DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C300

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PROPOSED SANJO PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

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ROAD PROFILE
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE,
AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA

CONSULTANT PROJECT #
200577-01-001

GEORGIA
REGISTERED
PROFESSIONAL
ENGINEER
VUONG G. DANG
11/21/25

LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS

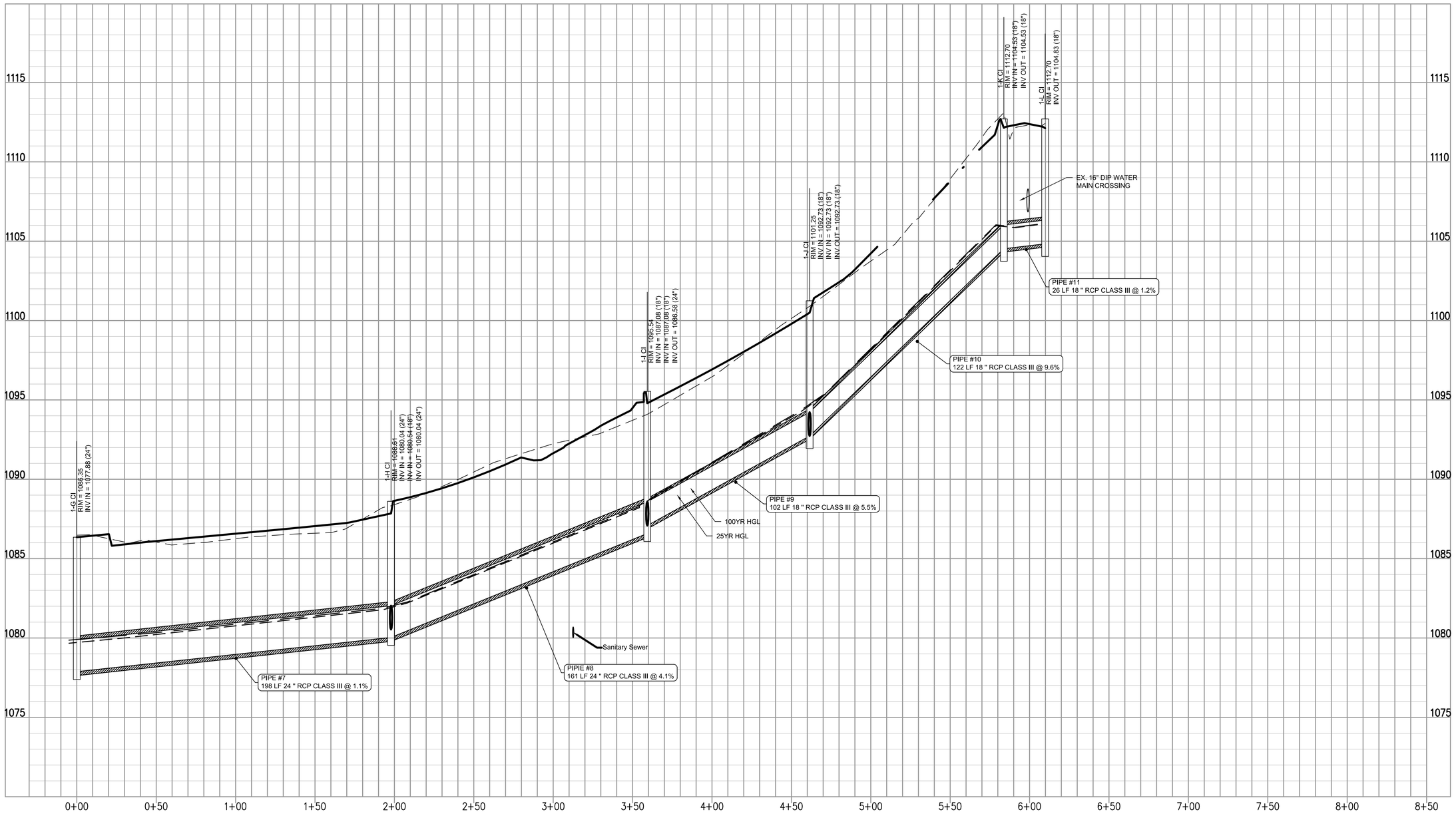
DATE	DESCRIPTION
11/21/2025	BID SET

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C310

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STORM LINE 1 PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

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STORM PROFILE
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT #
200577-01-001

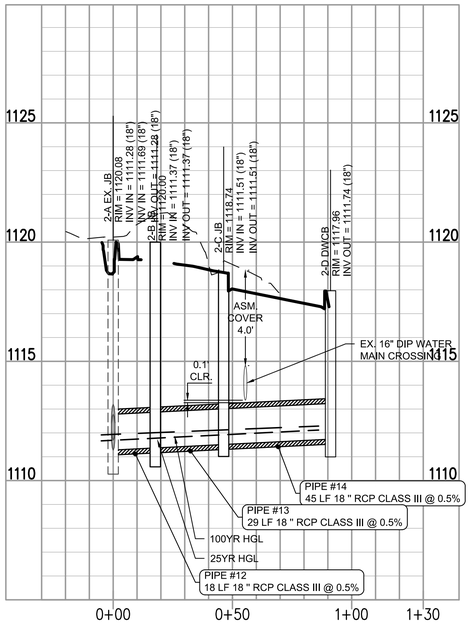
ORIGINAL REGISTERED PROFESSIONAL ENGINEER YOUNG Q. DANG PE042097
LEVEL II E&S CERT.#90012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

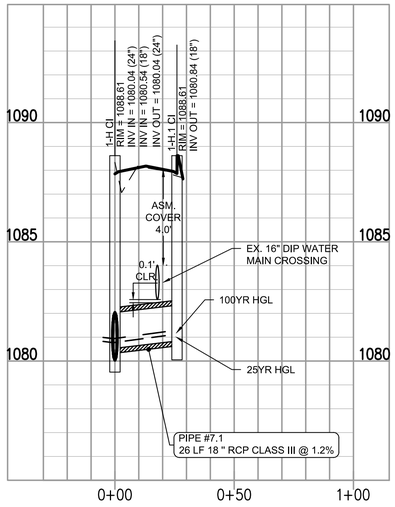
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

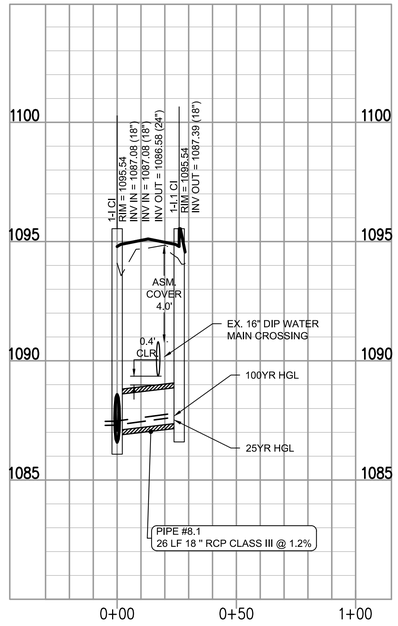
SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C320



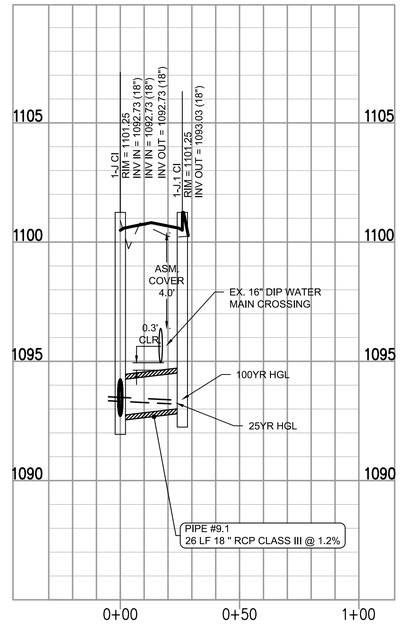
STORM LINE 2 PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



STORM LINE 1-H PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



STORM LINE 1-I PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'



STORM LINE 1-J PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=2'

PIPE CHART

Pipe #	Pipe Mat.	Location	Inlet Type	D.A. (Acres)	D.A. (Sum)	IMPERV. AREA (ac)	C	Tc (Min)	I 25 (In/Hr)	Q 25 (cfs)	Q25 (Sum) (cfs)	I100 (In/Hr)	Q100 (cfs)	Q100 (Sum) (cfs)	Slope %	Lgth. +/-(ft.)	Size (In)	Vel. (fps)	I 10 (In/Hr)	Q 10 (cfs)	Gutter Slope	**Gutter Spread**
EX2	RCP	2A.1-2A	DWCB	0.37	0.37	0.37	0.95	5	9.276	3.22	3.22	11.436	3.98	3.98	10.86	58	18	4.60	7.30	2.54	1.5	4.3
14	RCP	2D-2C	DWCB	0.45	0.45	0.37	0.85	5	9.276	3.53	3.53	11.436	4.35	4.35	0.50	45	18	4.26	7.30	2.78	1.1	4.7
13	RCP	2C-2B	JB	0.00	0.45			5	9.276	0.00	3.53	11.436	0.00	4.35	0.50	29	18	3.51				
12	RCP	2B-2A	JB	0.00	0.45			5	9.276	0.00	3.53	11.436	0.00	4.35	0.50	18	18	3.51				
EX1	RCP	2A-EX-8	JB	0.00	0.82			5	9.276	0.00	6.76	11.436	0.00	8.33	1.26	41	18	6.67				
OUTFALL	EX.RCP	1G.1-1G	EX.JB*	SEE CITY HALL HYDRO REPORT						9.96			44.31		1.00		24	6.38				
9.1	RCP	1J.1-1J	CI	0.04	0.04	0.04	0.88	5	9.276	0.33	0.33	11.436	0.40	0.40	1.00	31	18	2.03	7.30	0.26	7.1	2.7
8.1	RCP	1I.1-1I	CI	0.03	0.03	0.03	0.94	5	9.276	0.26	0.26	11.436	0.32	0.32	1.00	31	18	2.05	7.30	0.21	5.6	2.6
7.1	RCP	1H.1-1H	CI	0.05	0.05	0.05	0.95	5	9.276	0.41	0.41	11.436	0.51	0.51	1.00	31	18	2.02	7.30	0.32	3.5	3.4
11	RCP	1L-1K	CI	0.06	0.06	0.06	0.95	5	9.276	0.53	0.53	11.436	0.65	0.65	1.00	31	18	2.01	7.30	0.42	8.7	3.1
10	RCP	1K-1J	CI	0.20	0.26	0.12	0.71	5	9.276	1.32	1.85	11.436	1.63	2.28	9.70	122	18	3.00	7.30	1.04	7.1	4.6
9	RCP	1J-1I	CI	0.10	0.36	0.08	0.86	5	9.276	0.79	2.65	11.436	0.98	3.26	5.50	102	18	6.89	7.30	0.62	5.6	3.9
8	RCP	1I-1H	CI	0.20	0.56	0.06	0.52	5	9.276	0.96	3.61	11.436	1.19	4.45	4.10	161	24	3.69	7.30	0.76	5.6	4.2
7	RCP	1H-1H	CI	0.17	0.73	0.11	0.72	5	9.276	1.14	4.75	11.436	1.40	5.85	1.00	158	24	5.31	7.30	0.90	3.5	4.9
1.6	EX.RCP	1G-1F	EX.CI	0.49	0.49	0.34	0.76	5	9.276	3.47	3.47	11.436	4.28	4.28	1.00	41	30	5.68	7.30	2.73	1.5	4.4
1.5	EX.RCP	1F-1E	EX.CI	0.13	0.62	0.13	0.95	5	9.276	1.18	4.65	11.436	1.46	5.74	1.00	20	30	5.88	7.30	0.93	1.5	2.9
1.4	EX.HDPE	1E-1D	EX.JB	0.00	0.62	0.00		5	9.276	0.00	4.65	11.436	0.00	5.74	3.50	125	30	5.65				
1.3	EX.HDPE	1D-1C	EX.JB	0.68	1.30	0.13	0.46	5	9.276	2.92	7.57	11.436	3.59	9.33	1.00	15	30	6.11				
1.2	EX.HDPE	1C-1B	EX.JB	0.00	1.30	0.00		5	9.276	0.00	7.57	11.436	0.00	9.33	1.00	54	30	6.12				
1.1	EX.HDPE	1B-1A	EX.JB	0.00	1.30	0.00		5	9.276	0.00	7.57	11.436	0.00	9.33	1.30	7	30	7.44				

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24 HOUR CONTACT
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STORM PROFILE
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT #
200577-01-001

REGISTERED PROFESSIONAL ENGINEER VUONG Q. DANG PE040997 11/21/25
LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS
11/21/2025 BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C321

RELOCATE UTILITY MARKERS OUT OF ROAD, COORDINATE WITH UTILITY OWNER FOR LOCATION (TYPICAL)

ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

10' DRAINAGE EASEMENT

EXISTING FIRE HYDRANT RELOCATED BY OTHERS, VALVE TO REMAIN, REF. ADMINISTRATION BUILDING COMPLEX PROJECT.

20' DE

10' TCE

EXISTING RIGHT OF WAY

PROPOSED RIGHT OF WAY

40.01' PROP ROW

26.48' EX. ROW

RELOCATED POWER POLE BY OTHERS

REFER TO CITY CORE PROJECT FOR ADJACENT UTILITIES WITHIN PROPERTY BOUNDARY

MCMILLAN ROAD (R/W VARIES)

SANJO STREET (30' R/W)

FUTURE 2 STORY OFFICE

EXISTING SEWER MANHOLE (TIE IN)
GWINNETT COUNTY SEWER MANHOLE#5118704
FUTURE PROJECT: GCDWR (MAXEY STREET)
PROJECT #: S2024C0144

MAXEY STREET (30' R/W)

EX. SSMH TOP=1092.2 OUT=1079.67

EXISTING FIRE HYDRANT TO REMAIN, REF. ADMINISTRATION BUILDING COMPLEX PROJECT.

SEWER LINES AND MANHOLES N.I.C. (REF. CITY HALL COMPLEX PROJECT)

EXISTING 16" WATER LINE

RELOCATED POWER POLE BY OTHERS

WATERLINE TAP BY OTHERS, REF. ADMINISTRATION BUILDING COMPLEX PROJECT

CHURCH STREET (40' R/W)

GUARD RAIL

PORCH

EXISTING FIRE HYDRANT RELOCATED BY OTHERS, VALVE TO REMAIN, REF. ADMINISTRATION BUILDING COMPLEX PROJECT.

HOME SFR 2461 DACULA, GA 30019 TAX ID R5301 284 DB 56284 PG 160

N/F BORROWER LLC SANJO ST TAX ID R5301 319 DB 54764 PG 160

N/F CHRISTOPHER T. ROBINSON & SUI HARRIS 2501 HARRIS RD DACULA, GA 30019 TAX ID R5301 011 DB 56284 PG 001

HARRIS ROAD (R/W VARIES)

TANNER ROAD

SSMH TOP=1120.41 OUT=1110.55

8" DIP

4'CLF FENCE

RELOCATED POWER POLE BY OTHERS

GEORGIA811 www.Georgia811.com

0 20' 40'
GRAPHIC SCALE 1"=20'

24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

November 21, 2025
File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-D SANJO C400 UTL.dwg

Bowman
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Suwanee, GA 30024
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UTILITY PLAN
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PE042007 PROFESSIONAL ENGINEER VUONG Q. DANG

LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C400

2025 STATE OF GEORGIA EROSION, SEDIMENTATION & POLLUTION CONTROL NPDES NOTES & CHECKLIST

SWCD: HOPKINS CREEK
PROJECT NAME: SANJO STREET ADDRESS: SANJO STREET DACULA, GA CITY/COUNTY: DACULA / GWINNETT

PAGE #	Y/N	
C500	Y	**ITEM #1** THE APPLICABLE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN CHECKLIST ESTABLISHED BY THE COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED. (THE COMPLETED CHECKLIST MUST BE SUBMITTED WITH THE ES&PC PLAN OR THE PLAN WILL NOT BE REVIEWED)
C500	Y	**ITEM #2** LEVEL II CERTIFICATION NUMBER ISSUED BY THE COMMISSION, SIGNATURE AND SEAL OF THE CERTIFIED DESIGN PROFESSIONAL, (SIGNATURE, SEAL AND LEVEL II NUMBER MUST BE ON EACH SHEET PERTAINING TO ES&PC PLAN OR THE PLAN WILL NOT BE REVIEWED) GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION; VICTOR DANG; CERTIFICATION NUMBER: #90012; ISSUED: 09/01/2024 EXPIRES: 12/19/2028; SIGNED; EXPIRATION 12/19/2028; #90012 NUMBER; victor.dang@bowman.com
C510 - C530	Y	**ITEM #3** LIMITS OF DISTURBANCE SHALL BE NO GREATER THAN 50 ACRES AT ANY ONE TIME WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE GAEPD DISTRICT OFFICE. IF GAEPD APPROVES THE REQUEST TO DISTURB 50 ACRES OR MORE AT ANY ONE TIME, THE PLAN MUST INCLUDE AT LEAST 4 OF THE BMPS LISTED IN APPENDIX 1 OF THIS CHECKLIST AND THE GAEPD APPROVAL LETTER. * (A COPY OF THE WRITTEN APPROVAL BY GAEPD MUST BE ATTACHED TO THE PLAN FOR THE PLAN TO BE REVIEWED.) SITE IS LESS THAN 50 ACRES.
C500 - C530	Y	**ITEM #4** THE NAME AND PHONE NUMBER OF THE 24-HOUR CONTACT RESPONSIBLE FOR EROSION, SEDIMENTATION AND POLLUTION CONTROLS. THE NAME AND PHONE NUMBER OF THE 24-HOUR LOCAL CONTACT RESPONSIBLE FOR EROSION, SEDIMENTATION AND POLLUTION CONTROLS IS BRITTNI NIX, PHONE NUMBER 770-963-8451.
C500	Y	**ITEM #5** PROVIDE THE NAME, ADDRESS, EMAIL ADDRESS, AND PHONE NUMBER OF PRIMARY PERMITTEE, CONTRACTOR
C500	Y	**ITEM #6** NOTE THE TOTAL AND DISTURBED ACREAGES OF THE PROJECT OR PHASE UNDER CONSTRUCTION. (TOTAL SITE ACREAGE = 1,79 ACRES.) (DISTURBED ACREAGE = 0.99 ACRES.)
C500 - C510	Y	**ITEM #7** PROVIDE THE GPS LOCATION OF THE CONSTRUCTION EXIT FOR THE SITE, GIVE THE LATITUDE AND LONGITUDE IN DECIMAL DEGREES. GPS LOCATION OF THE CONSTRUCTION EXIT: LATITUDE 33.982891° N, LONGITUDE -83.895787° W
C500 - C530	Y	**ITEM #8** INITIAL DATE OF THE PLAN AND THE DATES OF ANY REVISIONS MADE TO THE PLAN INCLUDING THE ENTITY WHO REQUESTED THE REVISIONS. INITIAL DATE AND REVISION DATES OF THE PLAN ARE DEPICTED ON SHEETS C510 THROUGH C530
C500	Y	**ITEM #9** DESCRIPTION OF THE NATURE OF CONSTRUCTION ACTIVITY AND EXISTING SITE CONDITIONS. **NATURE OF CONSTRUCTION:** PROPOSED IMPROVEMENTS FOR THE SITE INCLUDE CONSTRUCTION OF A MUNICIPAL, PUBLIC, OFFICE AND RETAIL COMPLEX. **EXISTING SITE CONDITIONS:** EXISTING AREA IS DEVELOPED RESIDENTIAL AND UNDEVELOPED LAND WITHIN THE PARCEL.
C500	Y	**ITEM #10** PROVIDE VICINITY MAP SHOWING SITE'S RELATION TO SURROUNDING AREAS. INCLUDE DESIGNATION OF SPECIFIC PHASE, IF NECESSARY. 
C500	Y	**ITEM #11** IDENTIFY THE PROJECT RECEIVING WATERS AND DESCRIBE ALL SENSITIVE ADJACENT AREAS INCLUDING STREAMS, LAKES, RESIDENTIAL AREAS, WETLANDS, MARSHLANDS, ETC. WHICH MAY BE AFFECTED. THE PROJECT RECEIVING WATERS IS UNNAMED TRIBUTARY OF HEADWATERS TO HOPKINS CREEK. THIS SEGMENT IS NOT IMPAIRED.
C500	Y	**ITEM #12** DESIGN PROFESSIONAL'S CERTIFICATION STATEMENT AND SIGNATURE THAT THE SITE WAS VISITED PRIOR TO DEVELOPMENT OF THE ES&PC PLAN AS STATED ON PART IV PAGE 19 OF THE PERMIT. "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION." CERTIFIED BY (DESIGN PROFESSIONAL) 11/21/2025 DATE
C500	Y	**ITEM #13** DESIGN PROFESSIONAL'S CERTIFICATION STATEMENT AND SIGNATURE THAT THE PERMITTEE'S ES&PC PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BMPS AND SAMPLING TO MEET PERMIT REQUIREMENTS AS STATED ON PART IV PAGE 19 OF THE PERMIT. * "I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORMWATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100001." CERTIFIED BY (DESIGN PROFESSIONAL) 11/21/2025 DATE
C500 - C530	Y	**ITEM #14** "THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPS WITHIN 7 DAYS AFTER INSTALLATION." IN ACCORDANCE WITH PART IV.A.5 PAGE 25 OF THE PERMIT. * DATE 7-DAY INSPECTION
C500 - C530	Y	**ITEM #15** CLEARLY NOTE THE STATEMENT THAT "NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS."
	N	**ITEM #16** PROVIDE A DESCRIPTION OF ANY BUFFER ENCROACHMENTS AND INDICATE WHETHER A BUFFER VARIANCE IS REQUIRED. THERE IS NO BUFFER ENCROACHMENT BY PROPOSED CONSTRUCTION. NO BUFFER VARIANCE IS REQUIRED.
C500	Y	**ITEM #17** CLEARLY NOTE THE STATEMENT THAT "AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPS WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL." *
C510 - C530	Y	**ITEM #18** CLEARLY NOTE THE STATEMENT THAT "WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT." *
C510 - C530	Y	**ITEM #19** CLEARLY NOTE THE STATEMENT THAT "THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES."
C510 - C530	Y	**ITEM #20** CLEARLY NOTE THE STATEMENT THAT "EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
C510 - C530	Y	**ITEM #21** CLEARLY NOTE THE STATEMENT "ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
	N	**ITEM #22** ANY CONSTRUCTION ACTIVITY WHICH DISCHARGES STORM WATER INTO AN IMPAIRED STREAM SEGMENT, OR WITHIN 1 LINEAR MILE UPSTREAM OF AND WITHIN THE SAME WATERSHED AS, ANY PORTION OF A BIOTA IMPAIRED STREAM SEGMENT MUST COMPLY WITH PART III.C. OF THE PERMIT, INCLUDE THE COMPLETED APPENDIX 1 LISTING ALL OF THE BMPS THAT WILL BE USED FOR THOSE AREAS OF THE SITE WHICH DISCHARGED TO THE IMPAIRED STREAM SEGMENT."
	N	**ITEM #23** IF A TMDL IMPLEMENTATION PLAN FOR SEDIMENT HAS BEEN FINALIZED FOR THE IMPAIRED STREAM SEGMENT (IDENTIFIED IN ITEM 22 ABOVE) AT LEAST SIX MONTHS PRIOR TO SUBMITTAL OF NOI, THE ES&PC PLAN MUST ADDRESS ANY SITE-SPECIFIC CONDITIONS OR REQUIREMENTS INCLUDED IN THE TMDL IMPLEMENTATION PLAN."
C510 - C520, C540	Y	**ITEM #24** BMPS FOR CONCRETE WASHDOWN OF TOOLS, CONCRETE MIXER CHUTES, HOPPERS AND THE REAR OF THE VEHICLES. WASHOUT OF THE DRUM AT THE CONSTRUCTION SITE IS PROHIBITED."
C500	Y	**ITEM #25** PROVIDE BMPS FOR THE REMEDIATION OF ALL PETROLEUM SPILLS AND LEAKS. REMEDIATION OF ALL PETROLEUM SPILLS AND LEAKS - CLEANUP AND CONTROL PRACTICES LOCAL, STATE AND MANUFACTURE'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES MADE AVAILABLE TO SITE PERSONNEL. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. TYPICAL EQUIPMENT AND MATERIALS FOR CLEANUP INCLUDE BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, RESPIRATORS, CAT LITTER, SAND, SAWDUST AND PLASTIC AND METAL TRASH CONTAINERS FOR THIS PURPOSE. SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WE BE REPORTED AS REQUIRED BY LOCAL, STATE, AND FEDERAL REGULATIONS. FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 800-424-8802 FOR SPILLS OF UNKNOWN AMOUNT, THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 800-424-8802 FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1320 GALLONS OF PETROLEUM IS STORED ON SITE (THIS INCLUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 660 GALLONS, THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN PREPARED BY THAT LICENSED PROFESSIONAL.
C500	Y	**ITEM #26** DESCRIPTION OF THE MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORM WATER THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED." DESCRIPTION OF MEASURES: 1. UNDERGROUND WATER DETENTION SYSTEM THAT COLLECT MOST OF DEVELOPMENT SURFACE RUNOFF WITH AN OUTLET CONTROL STRUCTURE. 2. VEGETATED SWALE ALONG EASTERN PROPERTY LINE. PRODUCT SPECIFIC PRACTICES PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ONSITE VEHICLES AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT, EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATERS, NATURAL DRAINS, AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS. PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCTS WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS, AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. CONCRETE TRUCK WASHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE. FERTILIZERS/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE FOR THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS. BUILDING MATERIALS - NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ON-SITE, ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.
C500	Y	**ITEM #27** DESCRIPTION OF THE PRACTICES TO PROVIDE COVER FOR BUILDING MATERIALS AND BUILDING PRODUCTS ON SITE." PRACTICES TO PROVIDE COVER FOR BUILDING MATERIALS AND BUILDING PRODUCTS ON SITE BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTES, OR OTHER MATERIALS ON SITE SHALL HAVE COVER PROVIDED SUCH AS PLASTIC SHEETING OR TEMPORARY ROOFING TO MINIMIZE THE EXPOSURE OF THESE PRODUCTS TO PRECIPITATION AND TO STORMWATER OR BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE THE DISCHARGE OF POLLUTANTS FROM THESE AREAS.
C500	Y	**ITEM #28** DESCRIPTION OF THE PRACTICES THAT WILL BE USED TO REDUCE THE POLLUTANTS IN THE STORM WATER DISCHARGES." DESCRIPTION OF PRACTICES THAT WILL BE USED TO REDUCE POLLUTANTS IN STORM WATER DISCHARGES SAME AS LISTED ON ITEM #26: 1. UNDERGROUND WATER DETENTION SYSTEM THAT COLLECT MOST OF DEVELOPMENT SURFACE RUNOFF WITH AN OUTLET CONTROL STRUCTURE.
C500	Y	**ITEM #29** DESCRIPTION AND CHART OR TIMELINE OF THE INTENDED SEQUENCE OF MAJOR ACTIVITIES WHICH DISTURBS SOILS FOR THE MAJOR PORTIONS OF THE SITE (I.E., INITIAL PERIMETER AND SEDIMENT STORAGE BMPS, CLEARING AND GRUBBING ACTIVITIES, EXCAVATION ACTIVITIES, UTILITY ACTIVITIES, TEMPORARY AND FINAL STABILIZATION).

CONSTRUCTION ACTIVITY SCHEDULE

	MONTH (2024-2025) OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
A) INITIAL PERIMETER INSTALLATION & INITIAL BMP INSTALLATION AS CALLED ON PHASE 1	(A)											
B) CLEARING & GRUBBING (AFTER INITIAL PERIMETER & BMP INSTALLATION HAVE BEEN COMPLETED)	(B)											
C) INSTALL PH 2 EROSION CONTROL DEVICES	(C)											
D) PERFORM OTHER GRADING OPERATIONS	(D)											
E) PLACE TEMPORARY VEGETATION	(E)											
F) INSTALL STORMWATER INFRASTRUCTURE	(F)											
G) INSTALL BASE AND COMPACTED GRAVEL	(G)											
H) PLACE PAVEMENT	(H)											
I) FINE GRADING AND LANDSCAPING	(I)											
J) PLACE PERMANENT VEGETATION	(J)											
K) REMOVAL OF TEMPORARY BMP'S	(K)											
L) FINAL CLEAN-UP	(L)											
M) MAINTENANCE OF BMP'S	(M)											

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PRODUCT DISPOSAL PRACTICES TO COMPLY WITH WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

PETROLEUM BASED PRODUCTS
CONTAINERS FOR SUCH PRODUCTS SUCH AS FUELS, LUBRICANTS AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ON-SITE VEHICLES AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT, EQUIPMENT MAINTENANCE AREAS WILL BE LCATED AWAY FROM STATE WATER, NATURAL DRAINS AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.

PAINTS/FINISHES/SOLVENTS
ALL PRODUCTS WIL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM, EXCESS PRODUCE. MATERIALS USED WITH THESE PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

CONCRETE TRUCK WASHING
NO CONCRETE TRUCK WASHING WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE.

FERTILIZERS/HERBICIDES
THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.

SANITARY WASTES:
A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY TEN (10) WORKERS ON THE SITE, ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

ALL SANITARY SEWER WASTE UNTIS WILL BE LOCATED IN ONE AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORM WATER DISCHARGE IS NEGLIGIBLE. ADDITIONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS OR SPECIALLY DESIGNED PLASTIC SKID CONTAINERS AROUND THE BASE TO PREVENT WASTES FROM CONTRIBUTING TO STORM WATER DISCHARGES. THE LOCATION OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE EROSION CONTROL PLAN GRADING PHASE SHEET BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.

SANITARY SEWER WILL BE PROVIDED BY MUNICIPAL AUTHORITY AT THE COMPLETION OF THE PROJECT.

HAZARDOUS WASTES:
ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS FOR EACH SUBSTANCE WITH HAZARDEOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ESPCP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.

BUILDING MATERIALS
NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED ON-SITE, ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.

THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES LISTED WITHIN THIS ESPCP AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS OR HAZARDOUS WASTE WILL BE ALLOWED TO COME IN CONTACT WITH STORMWATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORM- WATER DISCHARGE WILL BE CONTAINED ON SITE UNTIL APPROPRIATE MEASURES IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORMWATER, IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPILL PREVENTION CONTROL AND COUNTERMEASURES FOR ALL HAZARDOUS MATERIALS AND WASTE ON THE SITE.

SITE AREA:
± 1.79 ACRES

DISTURBED AREA:
± 0.99 ACRES (ONSITE)

24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

November 21, 2025
File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering Plans\SANJO SHEETS\200577-01-01 SANJO C500 EROS.dwg

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EROSION CONTROL NOTES
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

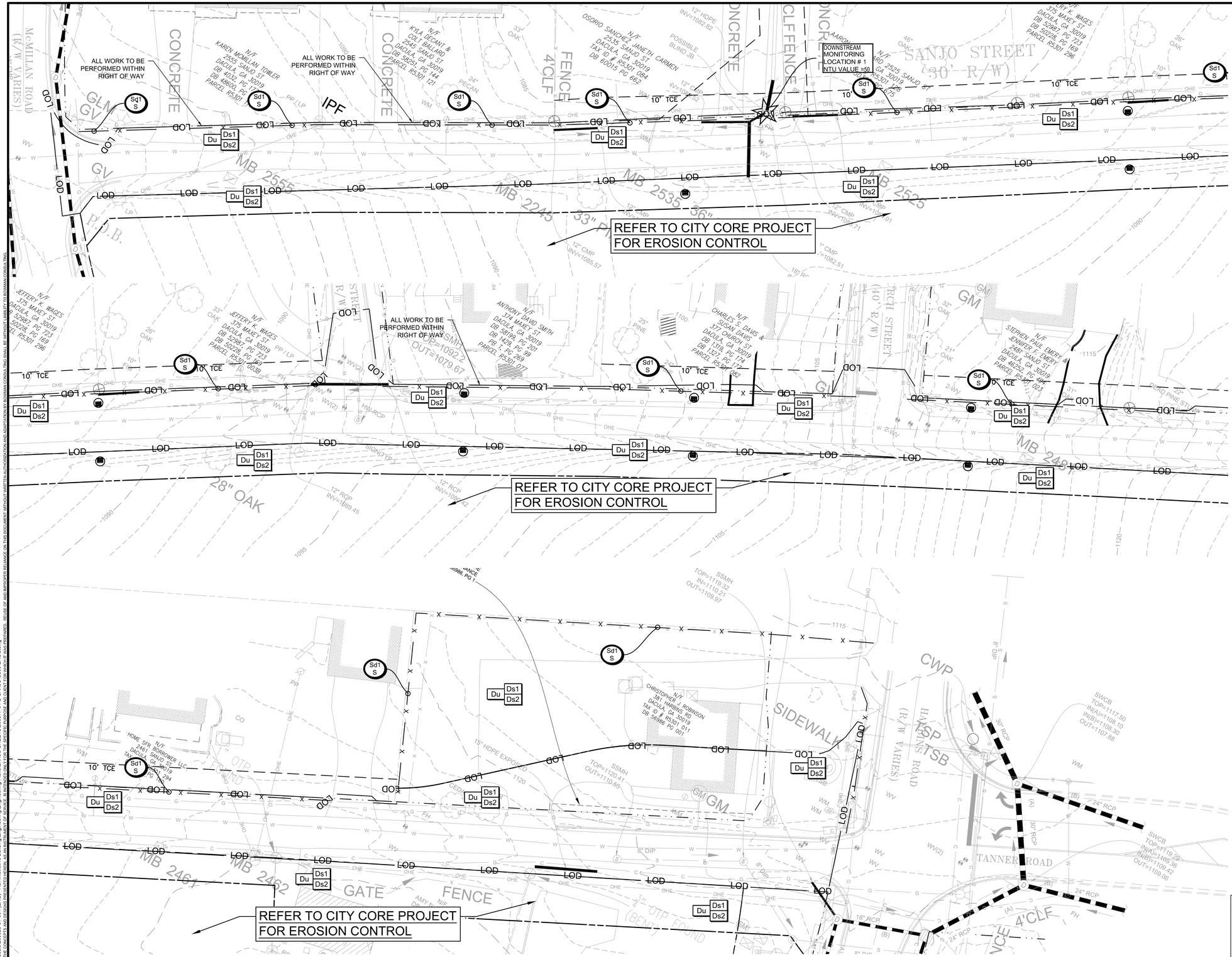
CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PE042897 PROFESSIONAL ENGINEER VICTOR DANG
LEVEL II EaS CERT.#90012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C500



PHASE I - INITIAL CLEARING PHASE:

Erosion Control Notes

1. PRIOR TO THE LAND DISTURBING CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR. THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO INSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.
2. THE CONTRACTOR AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.
3. NO STAGING AREAS, MATERIAL STORAGE, CONCRETE WASH OUT AREAS, OR DEBRIS BURN AND BURIAL HOLES SHALL BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS.
4. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.
5. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.
6. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
7. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.
8. THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.
   - A. THE CONSTRUCTION EXITS, CONSISTING OF A MINIMUM PAD SIZE OF 20 FEET BY 50 FEET WITH A MINIMUM OF 6-INCH THICK STONE, SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAID ON A GEOTEXTILE UNDERLINE. THE GEOTEXTILE UNDERLINE SHALL MEET THE REQUIREMENTS OF AASHTO M288-96, SECTION 7.3, SEPARATION REQUIREMENTS.
   - B. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE / EXITS, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
   - C. TYPE "C" SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA AS SHOWN ON THE PLAN. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-202. THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHED ½ HEIGHT OF THE BARRIER, THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
   - D. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN. SEE SEPARATE DETAILS FOR SPECIFICS ON TYPE OF INLET PROTECTION SPECIFIED.
   - E. STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN.
   - F. TREE PROTECTION FENCING SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. THE TREE PROTECTION FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
9. AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT DESIGN PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTOR, AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT PONDS AND DIVERSION DIKES AS SHOWN ON THE CLEARING PHASE PLAN TO CONTROL EROSION AND STORM WATER RUN OFF.
10. THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL IN AREAS SHOWN ON PLAN WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.
11. NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE.
12. ADDITIONAL SILT BARRIERS MUST BE PLACED AS SHOWN ON THE PLAN AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL TAKE PLACE UNTIL SILT BARRIER INSTALLATION AND SEDIMENT PONDS ARE CONSTRUCTED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
13. ALL SILT FENCE MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, 1983 EDITION.
14. ALL ITEMS IN THIS SECTION OF THE SPECIFICATION SHALL MEET THE REQUIREMENTS AS SET FORTH IN SECTION 161, 162, 163, AND 164 OF THE GEORGIA D.O.T STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES.
15. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.
16. ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.
17. SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1" - 3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
18. CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
19. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.
20. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

SOIL SERIES INFORMATION:

SYMBOL	NAME
AmC2	APPLING SANDY LOAM, 6 TO 10 PERCENT SLOPES, MODERATELY ERODED
GeC2	GWINNETT CLAY LOAM, 6 TO 10 PERCENT SLOPES, ERODED
PfB2	PACOLET SANDY LOAM, 2 TO 6 PERCENT SLOPES, MODERATELY ERODED
PfC2	PACOLET SANDY LOAM, 6 TO 10 PERCENT SLOPES, MODERATELY ERODED
PgB2	PACOLET SANDY CLAY LOAM, 2 TO 6 PERCENT SLOPES, MODERATELY ERODED

SOURCE: NATURAL RESOURCES CONSERVATION SERVICE WEB SOILS SURVEY HTTP://WEBSOILSURVEY.NRCS.USDA.GOV

DISTURBED AREA / DRAINAGE AREA: 0.99 AC / 1.79 AC

1. REQUIRED STORAGE: 0.99 AC * 67 CY/AC = 66.33 CY
2. STORAGE PROVIDED BY Sd-2F EXCAVATED.
   - 2.1. 14 EA @ 7' WIDE x 14' LONG x 3' DEEP
   - 2.2. 14 EA @ 10.89 CY STORAGE = 152.44 CY
3. PROVIDED STORAGE: 152.44 CY

GRAPHIC SCALE 1"=20' (0, 20', 40')

24 HOUR CONTACT
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BRITTNI NIX
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"WASHDOWN OF THE DRUM AT THE CONSTRUCTION SITE IS PROHIBITED"

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EROSION CONTROL PLAN PHASE I
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

REGISTERED PROFESSIONAL ENGINEER VUONG G. DANG 11/21/25
LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

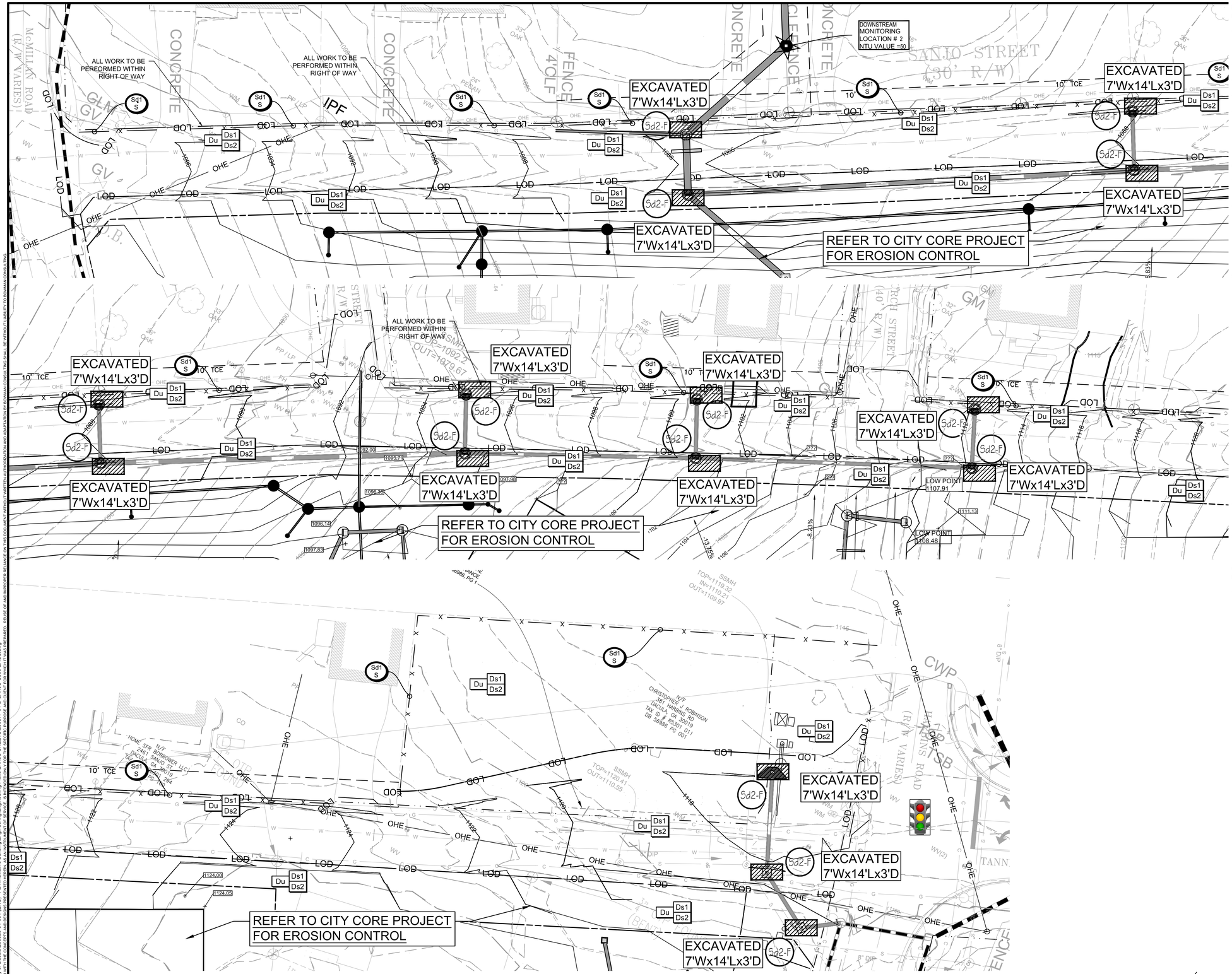
PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C510

November 21, 2025
File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-0 SANJO C500 EROS.dwg
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PHASE II - GRADING PHASE:

Erosion Control Notes

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF IT'S NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED. NOTE SUB PHASES SHOWN ON PLANS.
2. EARTHWORK OPERATIONS IN THE VICINITY OF STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO THE BUFFER AREAS.
3. THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING PRELIMINARY GRADING PHASE OF CONSTRUCTION.
4. SEDIMENT SHALL NOT BE WASHED IN INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.
5. EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.
6. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADED WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
7. TYPE "A" SILT FENCE SHOULD BE INSTALLED AT THE TOE OF ALL FILL SLOPES 10 FEET, OR GREATER, IN HEIGHT. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-20.2.
8. THE SILT FENCE SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED ON THE SLOPE. SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES ½ HEIGHT OF THE BARRIER. ADDITIONALLY, DIVERSION DYKES SHALL BE CONSTRUCTED ALONG THE TOP OF ALL SAID FILL SLOPES WITH THE USE OF TEMPORARY DOWN DRAINS TO CONTROL STORM WATER RUN OFF AS SHOWN ON THE PLANS. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING BARRIERS AT THE TOE OF SLOPES UNDER CONSTRUCTION. THESE BARRIERS SHALL BE AS SHOWN IN THE PLANS. THESE BARRIERS MAY BE RELOCATED AND REUSED AFTER PERMANENT SLOPE STABILIZATION BECOMES FULLY ESTABLISHED, AS THEY ARE RELOCATED, ANY DEFECTIVE MATERIALS IN THE BARRIER SHALL BE REPLACED. IN ADDITION, ALL DEBRIS AND SILT AT THE PREVIOUS LOCATION SHALL BE REMOVED.
9. CUT AND FILL SLOPES ARE NOT TO EXCEED "2H:IV".
10. ALL SLOPES STEEPER THAN 2.5:1 AND WITH A HEIGHT OF 10 FEET OR GREATER, AND CUTS AND FILLS WITHIN STREAM BUFFERS, SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL MATING OR BLANKETS, SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
11. TYPE "A" SILT FENCE SHALL BE PLACED AT THE TOE OF ALL DIRT STOCK PILE AREAS. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
12. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL STORM STRUCTURES AS THEY ARE CONSTRUCTED. SEE PLAN VIEW FOR SPECIFIC TYPE AND SEPARATE DETAILS FOR ADDITIONAL INFORMATION ON TYPE OF INLET PROTECTION SPECIFIED.
13. STORM DRAIN OUTLET PROTECTION SHALL BE PLACED AT ALL OUTLET HEADWALLS AS SOON AS THE HEADWALL IS CONSTRUCTED. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
14. STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN. SEE SEPARATE DETAIL FOR ADDITIONAL INFORMATION. ALL GRADED AREAS SHALL BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED.
15. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.
16. ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.
17. AFTER PRELIMINARY GRADING ACTIVITIES, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS AND DIVERSION DYKES AS SHOWN ON PLAN. THE CONTRACTOR SHALL MAINTAIN THE SEDIMENT BASINS UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE BASINS WHEN IT REACHES THE 1/3 VOLUME OF BASIN. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
18. SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OF FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1" - 3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY. THE CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
19. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.
20. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

Critical AREAS:

Erosion Control Notes

1.) CRITCAL AREAS SHOWN ON GRADING PHASE EROSION CONTROL PLANS SHALL BE MAINTAINED DAILY. AT THE END OF EACH WORK DAY ALL SLOPES 2:1 OR STEEPER, AND HIGHER THAN 5 FEET SHALL RECEIVE SURFACE ROUGHENING, POLYMERS, AND EROSION CONTROL MATTING. ADDITIONALLY, ALL FILL SLOPES SHALL RECEIVE A DIVERSION DYKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE PREVENTING DRAINAGE SPILLING OVER THE EDGE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASES IN HEIGHT.

DISTURBED AREA / DRAINAGE AREA: 0.99 AC / 1.79 AC

1. REQUIRED STORAGE: 0.99 AC * 67 CY/AC = 66.33 CY
2. STORAGE PROVIDED BY Sd-2F EXCAVATED.
   - 2.1. 14 EA @ 7' WIDE x 14' LONG x 3' DEEP
   - 2.2. 14 EA @ 10.89 CY STORAGE = 152.44 CY
3. PROVIDED STORAGE: 152.44 CY

GRAPHIC SCALE 1"=20' (0, 20', 40')

24 HOUR CONTACT
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EROSION CONTROL PLAN PHASE II
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VUONG Q. DANG PE043597 — 11/21/25

LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C520

November 21, 2025
File Path V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-D SANJO C500 EROS.dwg
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ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY

TEMPORARY / PERMANENT SEEDING ALONG SOUTHERLY RIGHT OF WAY TO BE PERFORMED BY CITY HALL DEVELOPMENT

REFER TO CITY CORE PROJECT FOR EROSION CONTROL

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TEMPORARY / PERMANENT SEEDING ALONG SOUTHERLY RIGHT OF WAY TO BE PERFORMED BY CITY HALL DEVELOPMENT

"WASHDOWN OF THE DRUM AT THE CONSTRUCTION SITE IS PROHIBITED"

DURING PHASE III, TEMPORARY SEDIMENT STORAGE WILL BE IN STORMWATER MANAGEMENT FACILITIES.

PHASE III - FINAL STABILIZATION PHASE:

Erosion Control Notes

1. THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING THE FINAL EROSION CONTROL PHASE OF CONSTRUCTION. SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH PERMANENT GRASSING.
2. THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT BASINS AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE BASINS WHEN IT BECOMES 1/3 FULL.
3. AFTER CURBING, GRADED AGGREGATE BASE AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE WING CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION. SEE SEPARATE DETAIL FOR ADDITIONAL INFORMATION. ALL ROADWAY AND PARKING SHOULDERS SHOULD BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.
4. SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE.
5. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED. THE CONSTRUCTION EXIT SHALL BE REMOVED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
6. THE CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
7. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF ULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.
8. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.
9. UPON COMPLETION OF THE PROJECT AND RECEIPT OF CERTIFICATE OF OCCUPANCY, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED ON PLANS.

Critical AREAS:

Erosion Control Notes

1.) CRITCAL AREAS SHOWN ON FINAL PHASE EROSION CONTROL PLANS SHALL BE MAINTAINED DAILY. AT THE END OF EACH WORK DAY ALL SLOPES 2:1 OR STEEPER, AND HIGHER THAN 5 FEET SHALL RECEIVE SURFACE ROUGHENING, POLYMERS, AND EROSION CONTROL MATTING. ADDITIONALLY, ALL FILL SLOPES SHALL RECEIVE A DIVERSION DYKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE PREVENTING DRAINAGE SPILLING OVER THE EDGE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASES IN HEIGHT. ONCE FINAL STABILIZATION OF THE SITE IS COMPLETE, ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED BEFORE THE CONTRACTOR PERMANENTLY LEAVES THE SITE.

EROSION CONTROL LEGEND

Co	CONSTRUCTION EXIT	St	RIP-RAP OUTLET PROTECTION
Sd1-N5	SILT FENCE	Sd3	TEMPORARY SEDIMENT BASIN
Sd2-F	INLET SEDIMENT TRAP WITH FILTER FABRIC	Sd2-P	INLET SEDIMENT TRAP "PIGS-IN-BLANKET"
Ds1	DISTURBED AREA STABILIZATION (WITH MULCH)	Du	DUST CONTROL
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)	Ss	SLOPE STABILIZATION
Ds3	DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)		

DISTURBED AREA / DRAINAGE AREA: 0.99 AC / 1.79 AC

1. REQUIRED STORAGE: 0.99 AC * 67 CY/AC = 66.33 CY
2. STORAGE PROVIDED BY Sd-2F EXCAVATED.
   - 2.1. 14 EA @ 7' WIDE x 14' LONG x 3' DEEP
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3. PROVIDED STORAGE: 152.44 CY

GRAPHIC SCALE 1"=20'

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EROSION CONTROL PLAN PHASE III
2025 CDBG FOR CITY OF DACULA
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CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VUONG G. DANG 11/21/25

LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

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DESIGN	DRAWN	CHKD

SCALE .

JOB No. 24-204(200577-01-001)

DATE : 11/14/2025

FILE No.

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November 21, 2025
File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-0 SANJO C500 EROS.dwg
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DEFINITION
APPLYING PLANT RESIDUES OR OTHER SUITABLE MATERIALS, PRODUCED ON THE SITE OF POSSIBLE, TO THE SOIL SURFACE.

REQUIREMENT FOR REGULATORY COMPLIANCE
MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL USED, ANCHORED AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL. MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND 90% COVE. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF ANY AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED. REFER TO Ds2 - DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING), Ds3 - DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING), Ds4 - DISTURBED AREA STABILIZATION (WITH PERMANENT SODDING).

SPECIFICATIONS
MULCHING WITHOUT SEEDING; THIS STANDARD APPLIES TO GRADED OR CLEARED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDANT COVER, BUT CAN BE STABILIZED WITH A MULCH COVER.

SITE PREPARATION
1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.
3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

MULCHING MATERIALS
SELEC ONE OF THE FOLLOWING MATERIALS AND APPLY AT THE DEPTH INDICATED;
1. DRY STRAW OR HAY SHALL BE APPLIED AT A DEPTH OF 2 TO 4 INCHES PROVIDING COMPLETE SOIL COVER-AGE. ONE ADVANTAGE OF THIS MATERIAL IS EASY APPLICATION.
2. WOOD WASTE (CHIPS, SAWDUST OR BARK) SHALL BE APPLIED AT A DEPTH OF 2 TO 3 INCHES. ORGANIC MATERIAL FROM THE CLEARING STAGE OF DEVELOPMENT SHOULD REMAIN ON SITE, BE CHIPPED, AND APPLIED AS MULCH. THIS METHOD OF MULCHING CAN GREATLY REDUCE EROSION CONTROL COSTS.
3. POLYETHYLENE FILM SHALL BE SECURED OVER BANKS OR STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION. THIS MATERIAL CAN BE SALVAGED AND RE-USED.

APPLYING MULCH
WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.
1. DRY STRAW OR MAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. IF THE AREA WILL EVENTIALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACER IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.
3. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH
1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK". DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHALL BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION.
1.1. STRAW OF HAY MULCH SPREAD WITH SPECIAL BLOWER-TYPE OF EQUIPMENT MAY BE ANCHORED. TACKIFIERS, BINERS AND HYDRAULIC MULCH WITH TACKIFIER SPECIFICALLY DESIGNED FOR TACKING STRAW CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. PLEASE REFER TO SPECIFICATION TAC-RACKIFIERS. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.
2. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.
3. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

MULCHING APPLICATION REQUIREMENTS

MATERIAL	RATE	DEPTH
DRY STRAW OR HAY	2 1/2 TON/ACRE	2" TO 4"
WOOD WASTE, CHIPS, SAWDUST, BARK	6 TO 9 TON/ACRE	2" TO 3"
POLYETHYLENE FILM	SECURE WITH SOIL, ANCHORS, WEIGHTS	---
GEOTEXTILES, JUTE MATTING, NETTING, ETC.	SEE MANUFACTURER'S RECOMMENDATIONS	---

Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

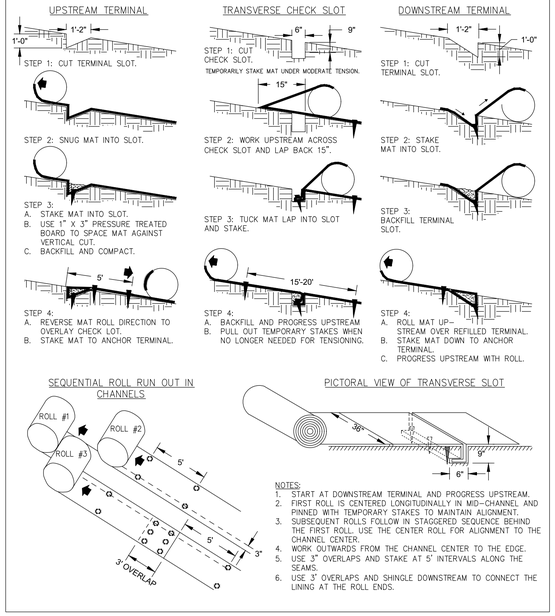
SPECIES	BROADCAST RATES 2/ – PLS 3/ PER ACRE	PER 1000 SQ. FT.	RESOURCE AREA	PLANTING DATES BY RESOURCE AREA (SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICTE PERMISSABLE BUT MARGINAL DATES.) J F M A M J J A S O N D	REMARKS
LOVEGRASS WEEPING (Eragrostis curvula)			M–L		1,500,000 SEED PER POUND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

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

SPECIES	BROADCAST RATES 2/ – PLS 3/ PER ACRE	PER 1000 SQ. FT.	RESOURCE AREA	PLANTING DATES BY RESOURCE AREA (SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICTE PERMISSABLE BUT MARGINAL DATES.) J F M A M J J A S O N D	REMARKS
BERMUDA, COMMON (Cynodon dactylon)			P		
HULLED SEED			C		
WITH TEMPORARY COVER	4 lbs	0.1 lb			PLANT WITH WINTER ANUALS
WITH OTHER PERENNIALS	2 lbs	0.05 lb			PLANT WITH TALL FESCUE
BERMUDA SPRIGS (Cynodon dactylon)			M–L		A CUBIC FOOT CONTAINS APPROX. 650 SPRIGS.A BUSHEL CONTAINS 1.25 CU.FT. OR APPROX. 800 SPRIGS
COASTAL COMMON MIDLAND, OR TIFT 44	40 CU.FT. OR SOD PLUGS 3' x 3'	0.9 CU.FT.			
COASTAL COMMON OR TIFT 44			P		SAME AS ABOVE
TIFT 78			C		SOUTHERN COASTAL PLAIN ONLY
FESCUE, TALL (Festuca arundinacea)					227,000 SEED PER POUND USE ALONE ONLY ON BETTER SITES NOT FOR DROUGHTY SOILS. MIX W/ PERENNIAL LESPEDEZAS OR CROWNVETCH.APPLY TOPDRESSING IN SPRING FOLLOWING FALL PLANTINGS NOT FOR HEAVY USE AREAS OR ATHLETIC FIELDS.
ALONE	50 lbs	1.1 lb	M–L		
WITH OTHER PERENNIALS	30 lbs	0.7 lb	P		

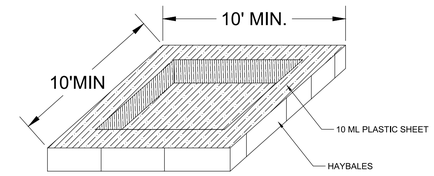
TYPICAL INSTALLATION GUIDELINES FOR ROLLED EROSION CONTROL PRODUCTS (RECP)

BLANKET AND MATTING CROSS-SECTIONS

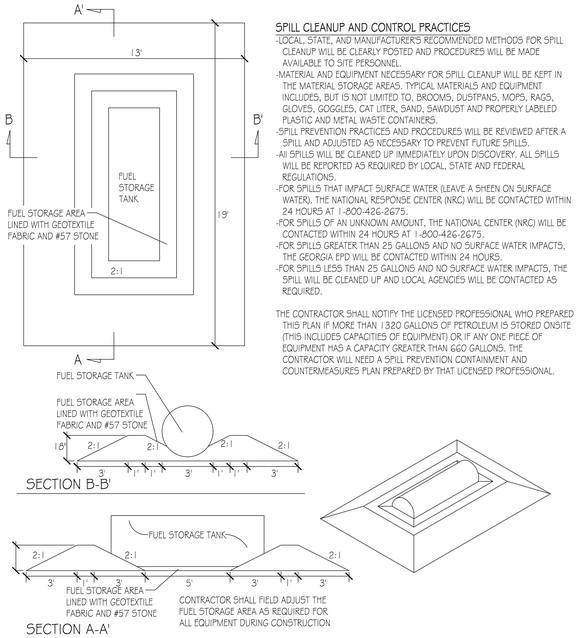


NOTES:
1. START AT DOWNSTREAM TERMINAL AND PROGRESS UPSTREAM.
2. FIRST ROLL IS CENTERED LONGITUDINALLY IN MID–CHANNEL AND PINNED WITH TEMPORARY STAKES TO MAINTAIN ALIGNMENT.
3. SUBSEQUENT ROLLS FOLLOW IN STAGGERED SEQUENCE BEHIND THE FIRST ROLL. USE THE CENTER ROLL FOR ALIGNMENT TO THE CHANNEL CENTER.
4. WORK OUTWARDS FROM THE CHANNEL CENTER TO THE EDGE.
5. USE 3" OVERLAPS AND STAKE AT 5' INTERVALS ALONG THE SEAMS.
6. USE 3" OVERLAPS AND SHINGLE DOWNSTREAM TO CONNECT THE LINING AT THE ROLL ENDS.

SS SLOPE STABILIZATION



Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)



FUEL STORAGE AREA
N.T.S.

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

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

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EMERGENCY PROCEDURES FOR SPILL OF REPORTABLE QUANTITY OF PETROLEUM PRODUCTS:
-ALL PETROLEUM PRODUCTS SHALL BE STORED AND USED IN AN AREA THAT PROVIDES A SECONDARY CONTAINMENT FEATURE. SECONDARY CONTAINMENT STRUCTURE SHALL CONSIST OF FLOOR, WALLS, AND JOINTS AND BE CONSTRUCTED ON A MATERIAL CAPABLE OF ADEQUATELY CONTAINING THOSE FUELS STORED WITHIN. CAPACITY OF THE SECONDARY CONTAINMENT SHALL BE SHALL HAVE A STORAGE VOLUME THAT IS A MINIMUM OF 110% OF THE TOTAL VOLUME CAPACITY OF THE LARGEST PRIMARY CONTAINER STORED WITHIN. RAIN WATER SHALL NOT BE ALLOWED TO COLLECT WITHIN THE SECONDARY CONTAINER AND ADEQUATE COVER SHALL BE PROVIDED TO PREVENT THE INGRESS OF RAIN WATER.

-EMERGENCY PROCEDURES FOR SPILLS SHALL BE KEPT IN THE CONSTRUCTION TRAILER INCLUDING EMERGENCY CONTACT NUMBERS. ANY LEAKS OR SPILLS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTAIN, CONTROL, AND REMEDIATE WITH ALL LOCAL, STATE, AND FEDERAL GUIDELINES, ORDINANCES, AND LAWS.

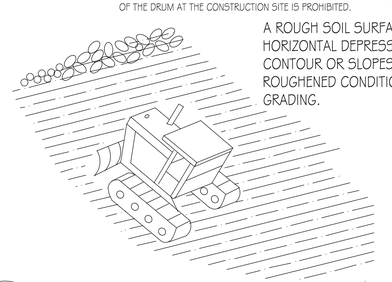
- THE CONTRACTOR SHALL LOCATE STORAGE FACILITIES IN AREAS WITH THE LEAST FORESEEABLE IMPACT IF A CATASTROPHIC EVENT SHOULD OCCUR.

PAINT/CHEMICAL STORAGE, CLEANUP AND DISPOSAL:
- PAINT AND/OR OTHER CHEMICALS SHALL BE STORED IN SECURED FACILITIES WITH RESTRICTED ACCESS TO EMPLOYEES ONLY. CLEANUP AND DISPOSAL OF THIS MATERIAL SHALL BE ACCORDANCE WITH ALL RECOGNIZED LOCAL AND FEDERAL REQUIREMENTS. ALL DISPOSAL SHALL BE APPROVED OFF-SITE WASTE FACILITIES THAT ACCEPT THIS MATERIAL.

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

CONCRETE WASHDOWN AREA DETAIL
N.T.S.

CONTRACTOR TO PROVIDE BMPS FOR CONCRETE WASHDOWN OF TOOLS, CONCRETE MIXER CHUTES, HOPPERS AND THE REAR OF THE VEHICLES. WASHOUT OF THE DRUM AT THE CONSTRUCTION SITE IS PROHIBITED.



A ROUGH SOIL SURFACE WITH HORIZONTAL DEPRESSIONS ON A CONTOUR OR SLOPES LEFT IN A ROUGHENED CONDITION AFTER GRADING.

Ds4 DISTURBED AREA STABILIZATION (WITH SOD)

Su SURFACE ROUGHENING

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EROSION CONTROL PLAN DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PE024097 PROFESSIONAL ENGINEER VUONG Q. DANG
LEVEL II E&S CERT.#90012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

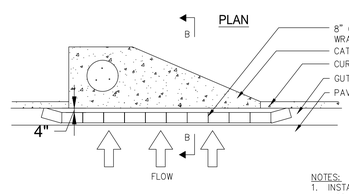
DATE	DESCRIPTION	
KDW DESIGN	RWH DRAWN	SAD CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C540

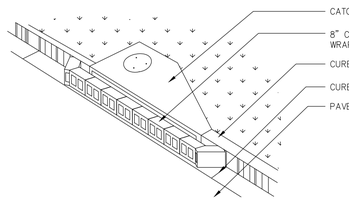
24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

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CURB INLET FILTER "PIGS IN BLANKET"



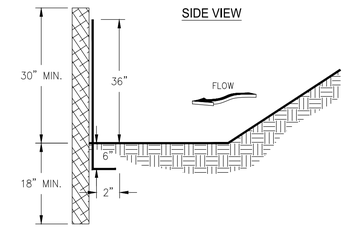
NOTES:
1. INSTALL FILTER AFTER ANY ASPHALT PAVEMENT INSTALLATION.
2. WRAP 8" CONCRETE BLOCKS IN FILTER FABRIC AND SPAN ACROSS CATCH BASIN INLET.
3. FACE OPENINGS IN BLOCKS OUTWARD.
4. LEAVE A GAP OF APPROXIMATELY 4 INCHES BETWEEN THE CURB AND THE FILTERS TO ALLOW FOR OVERFLOW TO PREVENT HAZARDOUS PONDING.
5. INSTALL OUTLET PROTECTION BELOW STORM DRAIN OUTLETS.



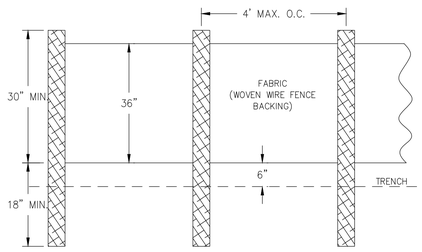
Sd2-P INLET SEDIMENT TRAP CURB INLET PROTECTION

SILT FENCE - TYPE SENSITIVE

SIDE VIEW



FRONT VIEW

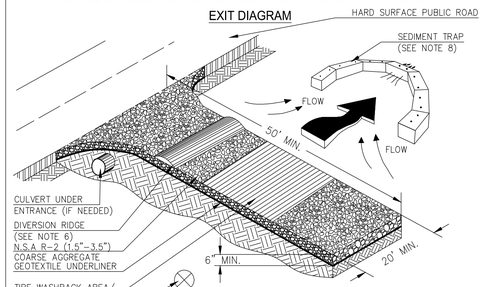


NOTES:
1. USE STEEL ~~OR WOOD POSTS~~ OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (36") IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Sd1-S SILT FENCE TYPE SENSITIVE

CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM



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

Co CONSTRUCTION EXIT

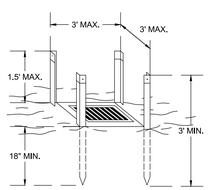
Table 6-5.1. Fertilizer Requirements

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

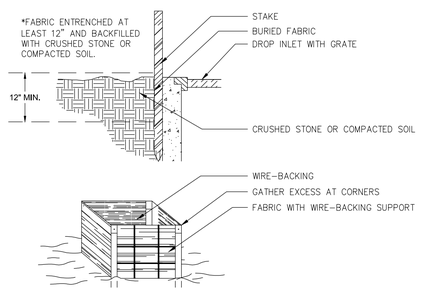
1/ Apply in spring following seeding.
2/ Apply in split applications when high rates are used.
3/ Apply in 3 split applications.
4/ Apply when plants are pruned.
5/ Apply to grass species only.
6/ Apply when plants grow to a height of 2 to 4 inches.

FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

STEEL FRAME AND SILT FENCE INSTALLATION



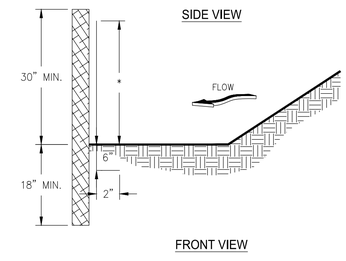
NOTES:
1. DESIGN IS FOR SLOPES NO GREATER THAN 5% (NOT DESIGNED FOR CONCENTRATED FLOWS).
2. THE STEEL POSTS SUPPORTING THE SILT FENCE MATERIAL SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET (MAXIMUM OF 3' APART).
3. THE STEEL POSTS SHOULD BE SECURELY DRIVEN AT LEAST 18" DEEP.
4. THE FABRIC SHOULD BE ENTRENCHED AT LEAST 12" AND THEN BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL.



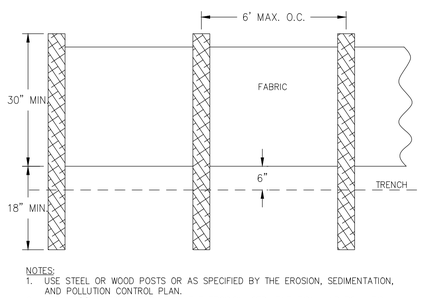
Sd2-F INLET SEDIMENT TRAP FILTER FABRIC WITH SUPPORTING FRAME

SILT FENCE - TYPE NON-SENSITIVE

SIDE VIEW



FRONT VIEW

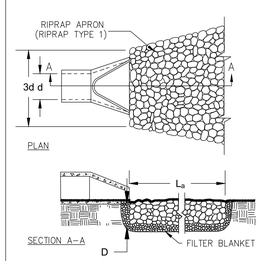


NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Sd1-NS SILT FENCE TYPE NON-SENSITIVE

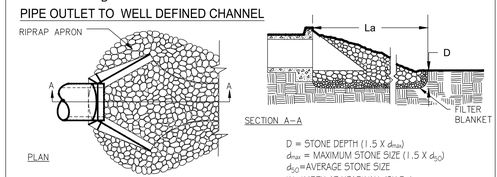
RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA -- NO WELL DEFINED CHANNEL



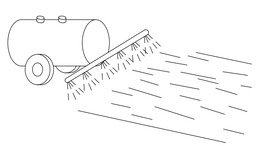
NOTES:
1. L_a IS THE LENGTH OF THE RIPRAP APRON.
2. D = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
3. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

PIPE OUTLET TO WELL DEFINED CHANNEL



D = STONE DEPTH (1.5 X d_{max})
d_{max} = MAXIMUM STONE SIZE (1.5 X d_{50})
d_{50}=AVERAGE STONE SIZE
W_1=WIDTH AT HEADWALL (3X Do)
W_2=DOWNSTREAM WIDTH (Do + 0.4La)

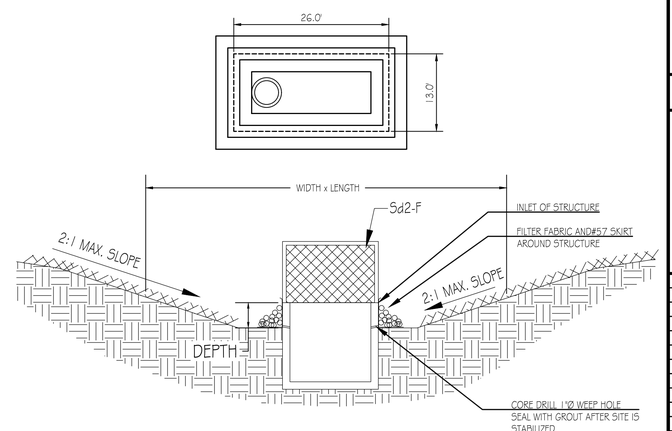
St STORM DRAIN OUTLET PROTECTION



Du DUST CONTROL
DRAIN OUTLET PROTECTION
N.T.S.

EXCAVATED INLET SEDIMENT TRAP : "TYPICAL"

1. DRAINAGE AREA = 0.50 AC
2. REQUIRED SEDIMENT STORAGE = 67 CY/AC * DRAINAGE AREA
   REQUIRED SEDIMENT STORAGE = 67 CY/AC * 0.50 AC
   REQUIRED SEDIMENT STORAGE = 3.62 CY = 907.69 CF
3. ASSUME EXCAVATION DEPTH (MINIMUM OF 1.5 FT) = 3 FT
4. ASSUME SLOPE OF SIDES (SHALL NOT BE STEEPER THAN 2:1) = 2:1
5. DETERMINE REQUIRED SURFACE AREA
   SAmin = REQUIRED SEDIMENT STORAGE / EXCAVATION DEPTH
   SAmin = 907.69 CF / 3 FT
   SAmin = 302.56 SF
6. ASSUME SHAPE OF EXCAVATION AND DETERMINE DIMENSIONS
   (A RECTANGULAR SHAPE WITH 2:1 LENGTH TO WIDTH RATIO IS RECOMMENDED.)
   SHAPE: RECTANGULAR
   DIMENSIONS: L=13 FT W=26 FT DIAMETER (if applicable) = N/A FT
7. AVAILABLE SEDIMENT STORAGE: 13 X 26 X 3 = 1,014 CF / 27 = 37.56 CY



Sd2-F INLET SEDIMENT TRAP FILTER FABRIC EXCAVATED

Bowman
Certificate of Authorization License No. LSP001241
Bowman Consulting Group Ltd
4174 Silver Peak Parkway
Suwanee, GA 30024
Phone: (770) 932-6550
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EROSION CONTROL PLAN DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VUONG Q DANG PE043097
LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C541

24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

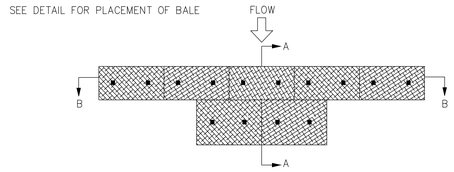
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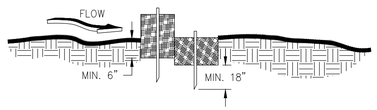
November 21, 2025
File Path:V:\200523 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-D SANJO C505 EROS.dwg

TYPICAL STRAW BALE CHECK DAM

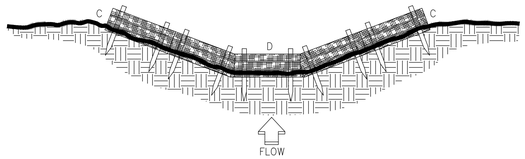
PLAN



SECTION A-A

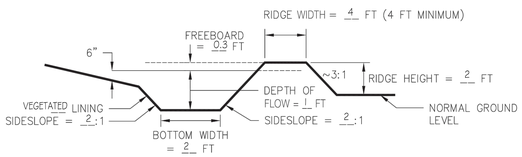


SECTION B-B



NOTES:
1. BALES SHOULD BE BOUND WITH WIRE OR NYLON STRING AND SHOULD BE PLACED IN ROWS WITH BALE ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
2. REMOVE #4 REBAR AFTER STRAW BALES ARE NO LONGER IN PLACE.
3. POINT C OF SECTION B-B SHOULD ALWAYS BE HIGHER THAN POINT D.

Cd-Hb CHECK DAM - STRAW BALES



Di DIVERSION

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EROSION CONTROL PLAN DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA

CONSULTANT PROJECT #
200577-01-001

REGISTERED PROFESSIONAL ENGINEER YUONG Q. DANG PE042097 — 11/21/25

LEVEL II E&S CERT.#90012
EXP. DATE 12/19/2028

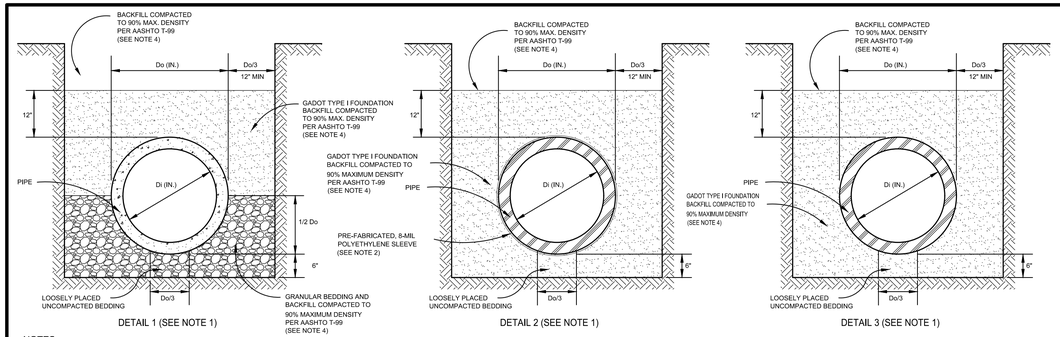
PLAN STATUS	
11/21/2025	BID SET
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C542

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November 21, 2025
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DETAIL 1 (SEE NOTE 1) DETAIL 2 (SEE NOTE 1) DETAIL 3 (SEE NOTE 1)

NOTES

1.) REPRESENTATIVE SOIL pH RESULTS SHALL BE PROVIDED FOR ALUMINIZED TYPE 2 STEEL OR REINFORCED CONCRETE PIPE WHERE THE SOIL TYPE, AS INDICATED IN THE GWINNETT COUNTY SOIL SURVEY, HAS A pH RANGE WITH pH VALUES LESS THAN 5. DETAIL 1 OR DETAIL 2 SHALL BE USED WHEN THE SOIL pH < 5. DETAIL 1 OR DETAIL 2 MAY BE USED IN LIEU OF SOIL pH TESTING FOR ALUMINIZED TYPE 2 STEEL OR REINFORCED CONCRETE PIPE. NO pH TESTING SHALL BE REQUIRED FOR HDPE, ALUMINUM PIPE, OR POLYMER PRECOAT CSP.

2.) PRE-FABRICATED, 8-MIL POLYETHYLENE SLEEVE SHALL BE SLIPPED OVER THE PIPE DURING INSTALLATION, OVERLAPPED WHERE NECESSARY, AND SECURED WITH POLYETHYLENE TAPE TO COMPLETELY PREVENT THE ENTRANCE OF SOILS.

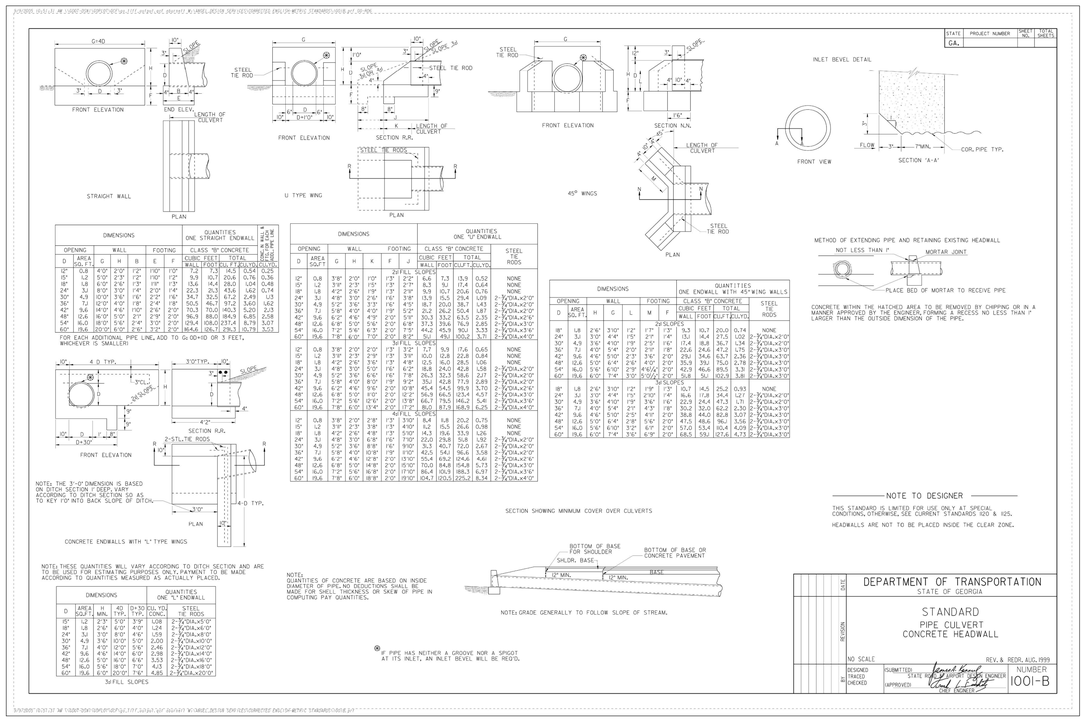
3.) ALLOWABLE GRANULAR MATERIALS SHALL BE GRADED AGGREGATE BASE, CRUSHER RUN, GADOT FOUNDATION BACKFILL MATERIAL TYPE II, OR GADOT MECHANICALLY STABILIZED EMBANKMENT BACKFILL.

4.) BACKFILL SHALL BE COMPACTED TO 95% MAX DENSITY PER AASHTO T-99 WITHIN STREET RIGHT-OF-WAY.

PIPE TYPE	BEDDING DETAIL			
	DETAIL 1	DETAIL 2	DETAIL 3	
	ALL pH RANGES	ALL pH RANGES	ALL pH RANGES	pH>5
AL TYPE 2 CSP	X	X		X
POLYMER PRECOAT CSP	X	X	X	
ALUMINUM	X	X	X	
RCP	X	X		X
HDPE	X			

1 PIPE BEDDING

N.T.S.



DIMENSIONS							QUANTITIES ONE STRAIGHT ENDWALL			
OPENING		WALL		FOOTING		CLASS "B" CONCRETE				STEEL
D	AREA SQ. FT.	G	H	B	E	F	CUBIC FEET WALL	TOTAL FOOT	CU.FT.	CU.YD.	LBS.
12"	0.8	1'-0"	4'-0"	2'-0"	1'-0"	1'-0"	6.2	7.3	14.5	0.54	0.25
15"	1.2	1'-0"	5'-0"	2'-0"	1'-0"	1'-0"	6.9	10.7	20.6	0.76	0.36
18"	1.8	1'-0"	6'-0"	2'-0"	1'-0"	1'-0"	7.6	14.7	28.3	1.05	0.49
24"	3.1	1'-0"	8'-0"	2'-0"	1'-0"	1'-0"	8.9	22.5	43.6	1.62	0.74
30"	4.9	1'-0"	10'-0"	3'-0"	1'-6"	1'-0"	10.2	32.5	67.2	2.49	1.13
36"	7.1	1'-0"	12'-0"	4'-0"	1'-9"	1'-0"	11.5	46.1	97.2	3.60	1.62
42"	9.6	1'-0"	14'-0"	4'-6"	2'-0"	1'-0"	12.8	62.3	132.3	4.90	2.23
48"	12.6	1'-0"	16'-0"	5'-0"	2'-3"	1'-0"	14.1	82.0	180.0	6.67	3.03
54"	16.0	1'-0"	18'-0"	5'-6"	2'-6"	1'-0"	15.4	104.0	240.2	8.90	4.04
60"	19.6	1'-0"	20'-0"	6'-0"	2'-9"	1'-0"	16.7	129.4	308.0	11.41	5.18

FOR EACH ADDITIONAL PIPE LINE, ADD TO Go GO+1D OR 3 FEET, WHICHEVER IS SMALLER)

DIMENSIONS						QUANTITIES ONE "L" ENDWALL				
OPENING		WALL		FOOTING		CLASS "B" CONCRETE				STEEL
D	AREA SQ.FT	G	H	K	F	CUBIC FEET WALL	TOTAL FOOT	CU.FT	CU.YD	LBS. RODS
						2:1 FILL SLOPES				
12"	0.8	3'-8"	2'-0"	1'-0"	1'-3"	2'-2"	6.6	7.3	15.9	0.52	NONE
15"	1.2	3'-9"	2'-3"	1'-0"	1'-3"	2'-2"	7.1	8.3	17.4	0.64	NONE
18"	1.8	4'-0"	2'-6"	1'-0"	1'-3"	2'-2"	7.6	9.9	19.1	20.6	0.76	NONE
24"	3.1	4'-3"	3'-0"	1'-0"	1'-6"	2'-8"	8.7	13.1	25.4	0.98	NONE
30"	4.9	4'-9"	3'-6"	1'-6"	1'-9"	3'-1"	9.8	16.7	32.5	46.7	1.43	2-"X"DIA.x2'0"
36"	7.1	5'-0"	4'-0"	1'-6"	2'-0"	3'-5"	10.9	20.8	40.3	57.2	1.83	2-"X"DIA.x2'0"
42"	9.6	5'-6"	4'-6"	1'-6"	2'-0"	3'-9"	12.0	25.2	49.0	70.3	2.21	2-"X"DIA.x2'0"
48"	12.6	6'-0"	5'-0"	1'-6"	2'-0"	4'-1"	13.1	30.3	59.0	86.0	2.67	2-"X"DIA.x2'0"
54"	16.0	6'-6"	5'-6"	1'-6"	2'-0"	4'-5"	14.2	36.0	70.2	102.0	3.17	2-"X"DIA.x2'0"
60"	19.6	7'-0"	6'-0"	1'-6"	2'-0"	4'-9"	15.3	42.3	82.6	120.0	3.73	2-"X"DIA.x2'0"
						3:1 FILL SLOPES				
12"	0.8	3'-8"	2'-0"	2'-0"	1'-3"	3'-0"	7.7	9.3	17.6	0.65	NONE	
15"	1.2	3'-9"	2'-3"	2'-0"	1'-3"	3'-0"	8.3	10.0	19.1	22.8	0.84	NONE
18"	1.8	4'-2"	2'-6"	2'-0"	1'-3"	3'-0"	8.9	12.5	21.0	26.0	1.06	NONE
24"	3.1	4'-8"	3'-0"	2'-0"	1'-6"	3'-0"	10.2	16.0	28.5	36.8	1.58	2-"X"DIA.x2'0"
30"	4.9	5'-2"	3'-6"	2'-0"	1'-9"	3'-0"	11.5	20.3	36.3	48.0	2.10	2-"X"DIA.x2'0"
36"	7.1	5'-8"	4'-0"	2'-0"	2'-0"	3'-0"	12.8	25.1	44.4	59.5	2.63	2-"X"DIA.x2'0"
42"	9.6	6'-2"	4'-6"	2'-0"	2'-0"	3'-0"	14.1	30.4	53.8	72.4	3.21	2-"X"DIA.x2'0"
48"	12.6	6'-8"	5'-0"	2'-0"	2'-0"	3'-0"	15.4	36.5	64.6	87.0	3.86	2-"X"DIA.x2'0"
54"	16.0	7'-2"	5'-6"	2'-0"	2'-0"	3'-0"	16.7	43.5	76.9	103.5	4.59	2-"X"DIA.x2'0"
60"	19.6	7'-8"	6'-0"	2'-0"	2'-0"	3'-0"	18.0	51.4	90.4	121.8	5.40	2-"X"DIA.x2'0"
						4:1 FILL SLOPES				
12"	0.8	3'-8"	2'-0"	2'-8"	1'-3"	3'-10"	8.4	9.8	20.2	0.75	NONE	
15"	1.2	3'-9"	2'-3"	2'-8"	1'-3"	3'-10"	9.2	11.5	26.6	0.98	NONE	
18"	1.8	4'-2"	2'-6"	2'-8"	1'-3"	3'-10"	9.9	14.3	29.6	33.9	1.26	NONE
24"	3.1	4'-8"	3'-0"	2'-8"	1'-6"	3'-10"	11.3	22.0	29.8	51.8	1.92	2-"X"DIA.x2'0"
30"	4.9	5'-2"	3'-6"	2'-8"	1'-9"	3'-10"	12.7	31.3	40.7	72.0	2.67	2-"X"DIA.x2'0"
36"	7.1	5'-8"	4'-0"	2'-8"	2'-0"	3'-10"	14.2	41.5	54.2	96.6	3.58	2-"X"DIA.x2'0"
42"	9.6	6'-2"	4'-6"	2'-8"	2'-0"	3'-10"	15.6	53.0	69.4	124.8	4.66	2-"X"DIA.x2'0"
48"	12.6	6'-8"	5'-0"	2'-8"	2'-0"	3'-10"	17.0	65.8	84.8	154.8	5.93	2-"X"DIA.x2'0"
54"	16.0	7'-2"	5'-6"	2'-8"	2'-0"	3'-10"	18.4	80.4	101.9	188.3	7.37	2-"X"DIA.x3'0"
60"	19.6	7'-8"	6'-0"	2'-8"	2'-0"	3'-10"	19.7	96.8	120.5	225.2	8.94	2-"X"DIA.x3'0"

DIMENSIONS								QUANTITIES ONE ENDWALL WITH 45° WING WALLS					
OPENING		WALL			FOOTING		CLASS "B" CONCRETE				STEEL RODS
D	AREA SQ.FT	H	G	L	M	F	CUBIC FEET WALL	TOTAL FOOT	CU.FT	CU.YD	
							2:1 SLOPES				
18"	1.8	2'-6"	3'-10"	1'-2"	1'-7"	1'-3"	5.3	10.7	20.0	0.74	NONE
24"	3.1	3'-0"	4'-4"	1'-5"	2'-1"	1'-6"	6.1	14.4	27.5	1.02	2-"X"DIA.x2'0"
30"	4.9	3'-6"	4'-10"	1'-8"	2'-5"	1'-6"	6.9	17.4	31.8	36.7	1.34	2-"X"DIA.x2'0"
36"	7.1	4'-0"	5'-4"	2'-0"	2'-9"	1'-9"	7.8	22.6	24.6	47.2	1.75	2-"X"DIA.x3'0"
42"	9.6	4'-6"	5'-10"	2'-3"	3'-1"	2'-0"	8.6	27.0	34.6	63.7	2.36	2-"X"DIA.x3'0"
48"	12.6	5'-0"	6'-4"	2'-6"	3'-5"	2'-0"	9.5	31.9	39.1	75.0	2.78	2-"X"DIA.x3'0"
54"	16.0	5'-6"	6'-10"	2'-9"	3'-9"	2'-0"	10.3	37.5	42.9	46.4	89.5	3.31	2-"X"DIA.x3'0"
60"	19.6	6'-0"	7'-4"	3'-0"	3'-10"	2'-0"	11.2	43.8	50.8	97.5	3.48	2-"X"DIA.x3'0"
							3:1 SLOPES					
18"	1.8	2'-6"	3'-10"	1'-2"	1'-7"	1'-3"	5.3	10.7	20.0	0.74	NONE	
24"	3.1	3'-0"	4'-4"	1'-5"	2'-1"	1'-6"	6.1	14.4	27.5	1.02	2-"X"DIA.x2'0"	
30"	4.9	3'-6"	4'-10"	1'-8"	2'-5"	1'-6"	6.9	17.4	31.8	36.7	1.34	2-"X"DIA.x2'0"
36"	7.1	4'-0"	5'-4"	2'-0"	2'-9"	1'-9"	7.8	22.6	24.6	47.2	1.75	2-"X"DIA.x3'0"
42"	9.6	4'-6"	5'-10"	2'-3"	3'-1"	2'-0"	8.6	27.0	34.6	63.7	2.36	2-"X"DIA.x3'0"
48"	12.6	5'-0"	6'-4"	2'-6"	3'-5"	2'-0"	9.5	31.9	39.1	75.0	2.78	2-"X"DIA.x3'0"
54"	16.0	5'-6"	6'-10"	2'-9"	3'-9"	2'-0"	10.3	37.5	42.9	46.4	89.5	3.31	2-"X"DIA.x3'0"
60"	19.6	6'-0"	7'-4"	3'-0"	3'-10"	2'-0"	11.2	43.8	50.8	97.5	3.48	2-"X"DIA.x3'0"
							4:1 SLOPES					
18"	1.8	2'-6"	3'-10"	1'-2"	1'-7"	1'-3"	5.3	10.7	20.0	0.74	NONE	
24"	3.1	3'-0"	4'-4"	1'-5"	2'-1"	1'-6"	6.1	14.4	27.5	1.02	2-"X"DIA.x2'0"	
30"	4.9	3'-6"	4'-10"	1'-8"	2'-5"	1'-6"	6.9	17.4	31.8	36.7	1.34	2-"X"DIA.x2'0"
36"	7.1	4'-0"	5'-4"	2'-0"	2'-9"	1'-9"	7.8	22.6	24.6	47.2	1.75	2-"X"DIA.x3'0"
42"	9.6	4'-6"	5'-10"	2'-3"	3'-1"	2'-0"	8.6	27.0	34.6	63.7	2.36	2-"X"DIA.x3'0"
48"	12.6	5'-0"	6'-4"	2'-6"	3'-5"	2'-0"	9.5	31.9	39.1	75.0	2.78	2-"X"DIA.x3'0"
54"	16.0	5'-6"	6'-10"	2'-9"	3'-9"	2'-0"	10.3	37.5	42.9	46.4	89.5	3.31	2-"X"DIA.x3'0"
60"	19.6	6'-0"	7'-4"	3'-0"	3'-10"	2'-0"	11.2	43.8	50.8	97.5	3.48	2-"X"DIA.x3'0"

NOTE TO DESIGNER

THIS STANDARD IS LIMITED FOR USE ONLY AT SPECIAL CONDITIONS, OTHERWISE, SEE CURRENT STANDARDS 620 & 625.

HEADWALLS ARE NOT TO BE PLACED INSIDE THE CLEAR ZONE.

NOTES:

1. THESE QUANTITIES WILL VARY ACCORDING TO DITCH SECTION AND ARE TO BE USED FOR ESTIMATING PURPOSES ONLY, PAYMENT TO BE MADE ACCORDING TO QUANTITIES MEASURED AS ACTUALLY PLACED.

DIMENSIONS				QUANTITIES ONE "L" ENDWALL		
D	AREA SQ.FT	H MIN.	4D TYP.	D+3D TYP.	CU. YDS. CONC.	STEEL TIE RODS
15"	1.2	2'-3"	5'-0"	3'-9"	1.08	2-"X"DIA.x5'-0"
18"	1.8	2'-6"	6'-0"	4'-0"	1.24	2-"X"DIA.x6'-0"
24"	3.1	3'-0"	8'-0"	4'-6"	1.55	2-"X"DIA.x8'-0"
30"	4.9	3'-6"	10'-0"	5'-0"	2.00	2-"X"DIA.x10'-0"
36"	7.1	4'-0"	12'-0"	5'-6"	2.40	2-"X"DIA.x12'-0"
42"	9.6	4'-6"	14'-0"	6'-0"	2.88	2-"X"DIA.x14'-0"
48"	12.6	5'-0"	16'-0"	6'-6"	3.53	2-"X"DIA.x16'-0"
54"	16.0	5'-6"	18'-0"	7'-0"	4.03	2-"X"DIA.x18'-0"
60"	19.6	6'-0"	20'-0"	7'-6"	4.85	2-"X"DIA.x20'-0"

2. THESE QUANTITIES ARE BASED ON INSIDE DIAMETER OF PIPE, NO DEDUCTIONS SHALL BE MADE FOR PIPE THICKNESS OR SKEW OF PIPE IN COMPUTING PAY QUANTITIES.

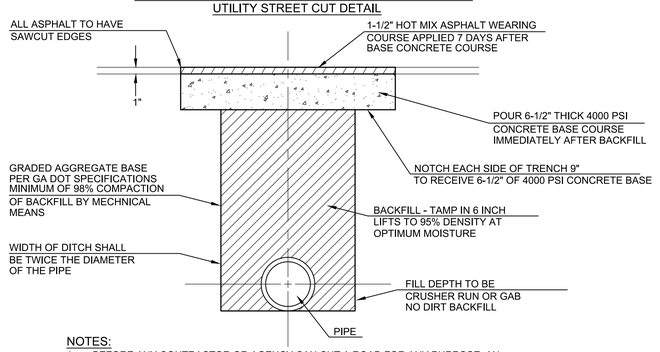
3. IF PIPE HAS NEITHER A GROOVE NOR A SPIGOT AT ITS INLET, AN INLET BEVEL WILL BE REQ'D.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA			
REVISION	STANDARD PIPE CULVERT CONCRETE HEADWALL		
NO SCALE		REV. & REDR. AUG. 1999	
DESIGNED / DRAWN / CHECKED	SUBMITTED / APPROVED	STATE BRIDGE DESIGN ENGINEER / CHIEF ENGINEER	NUMBER 1001-B

4 CONRETE HEADWALL

NTS

GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION
UTILITY STREET CUT DETAIL

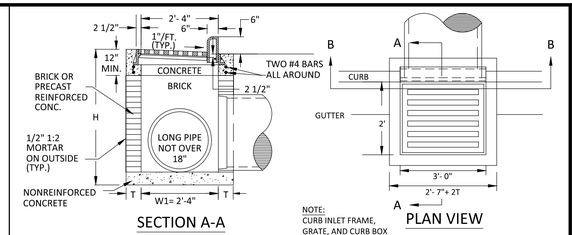


NOTES:

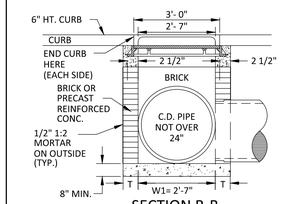
1. BEFORE ANY CONTRACTOR OR AGENCY CAN CUT A ROAD FOR ANY PURPOSE, AN ESCROW AGREEMENT BETWEEN THE COUNTY AND THAT CONTRACTOR OR AGENCY MUST BE SIGNED.
2. AN OPEN CUT PERMIT MUST BE OBTAINED BY THE CONTRACTOR OR AGENCY PRIOR TO THE START OF ANY DEMOLITION OR CONSTRUCTION.
3. STREET CUTS MUST BE REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS ABOVE. THE BOND WILL BE RELEASED 30 DAYS AFTER COMPLETION AND INSPECTION OF THE CONSTRUCTION. THE CONSTRUCTION MUST OCCUR UNDER THE PROTECTION OF TRAFFIC CONTROL SIGNING REQUIREMENTS OUTLINED IN THE MANUAL ON TRAFFIC CONTROL DEVICES. THE TRANSPORTATION DEPARTMENT WILL BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION. ANY CUT LEFT OVERNIGHT WILL BE COVERED WITH STEEL PLATES SECURED TO THE PAVEMENT.
4. PERMIT HOLDER MUST CONTACT GWINNETT COUNTY ROAD MAINTENANCE AT 770-822-7414 FOR AN INSPECTION OF THE TRENCH PRIOR TO POURING THE CONCRETE BASE OR WILL FORFEIT YOUR BOND.

2 PAVEMENT PATCH FOR OPEN CUT

NTS



NOTE:
CURB INLET FRAME, GRATE, AND CURB BOX SHALL BE NEENAH R-3228-B WITH DIAGONAL BARS OR APPROVED EQUIVALENT.



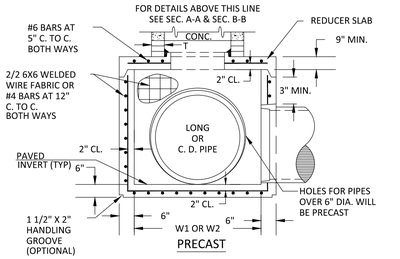
MINIMUM W1, W2, & H DIMENSIONS

PIPE SIZE	W1(MIN.) OR W2(MIN.) REINF. CONC.	H (MIN.)
15"	⊕ 1'- 8"	3'- 10"
18"	⊕ 2'- 0"	4'- 2"
24"	2'- 7"	4'- 9"
30"	3'- 6"	5'- 10"
36"	4'- 0"	6'- 5"
42"	4'- 6"	7'- 0"
48"	5'- 0"	7'- 10"
54"	5'- 6"	8'- 5"
60"	6'- 0"	9'- 0"

⊕ W1 X W2 NOT LESS THAN 2'- 4" X 2'- 7" FOR TYPE V-1 AND NOT LESS THAN 1'- 8" X 2'- 7" FOR TYPE V-2

NOTE:
THE MINIMUM H DIMENSIONS SHOWN ARE BASED ON TYPICAL OUTSIDE DIAMETERS OF PIPES AND MAY BE MODIFIED WHERE THE CITY ENGINEER OR DESIGNER DETERMINES THAT CONDITIONS PERMIT. IT IS NOT NECESSARY THAT THE BOX TYPE BASE BE SQUARE. W1 AND W2 DIMENSIONS WILL VARY ACCORDING TO PIPE SIZE.

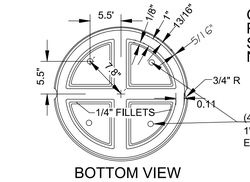
REDUCER SLABS ARE FOR USE WITH LARGER PIPES. IN GENERAL THIS WILL BE CROSS DRAIN PIPES OVER 24", LONGITUDINAL PIPES OVER 18" (TYPE V-1) AND LONGITUDINAL PIPES OVER 15" (TYPE V-2).



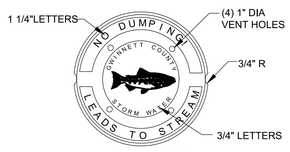
DROP INLET DIMENSIONS WITH REDUCER SLAB

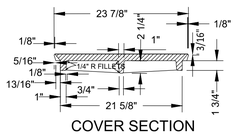
3 CURB HOOD AND GRATE DETAIL

NTS

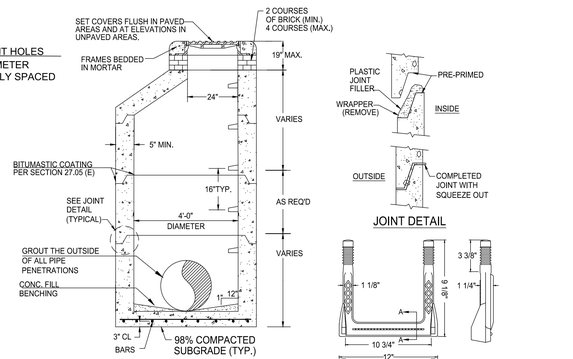


LID BY U.S. FOUNDARY: #EO "GWINNETT COUNTY STORM WATER - NO DUMPING" OR APPROVED EQUAL.





GWINNETT COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
STANDARD DRAWING MANHOLE CASTINGS
NON-TRAFFIC AREAS DETAIL # 611



NOTES:

1. THIS DETAIL IS FOR 4'-0" (INSIDE DIAMETER) MANHOLE UP TO 12' DEEP.
2. PRECAST REINFORCED CONCRETE TOPS, RISERS, BASES AND REBARS SHALL CONFORM TO LATEST ASTM C-478 STD. SPECS.
3. INTERIOR AND CEILING OF MANHOLE SHALL BE COATED IN ACCORDANCE WITH SPECS.
4. MANUFACTURER CERTIFICATION THAT MANHOLE MEETS ASTM SPECIFICATION SHALL BE SUBMITTED
5. MANHOLE STEPS TO BE INSTALLED IN A VERTICAL ROW ON 16" CENTERS.

JUNCTION BOX SHOWN TO MEET GADOT STD. 1011A STANDARD PRECAST REINFORCED CONCRETE MANHOLE

5 LID AND STORM STRUCTURE DETAIL

N.T.S.

24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

Bowman
Certificate of Authorization License No. LSF001241
Bowman Consulting Group Ltd
4174 Silver Peak Parkway
Suwanee, GA 30024
Phone: (770) 932-6550
www.bowman.com

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CONSTRUCTION DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PROFESSIONAL ENGINEER VUONG Q. DANG PE042897

LEVEL II E&S CERT.#90012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION
KDW DESIGN	RWH DRAWN	SAD CHKD
SCALE	.
JOB No.	24-204(200577-01-001)
DATE :	11/14/2025
FILE No.	
SHEET No.	C700

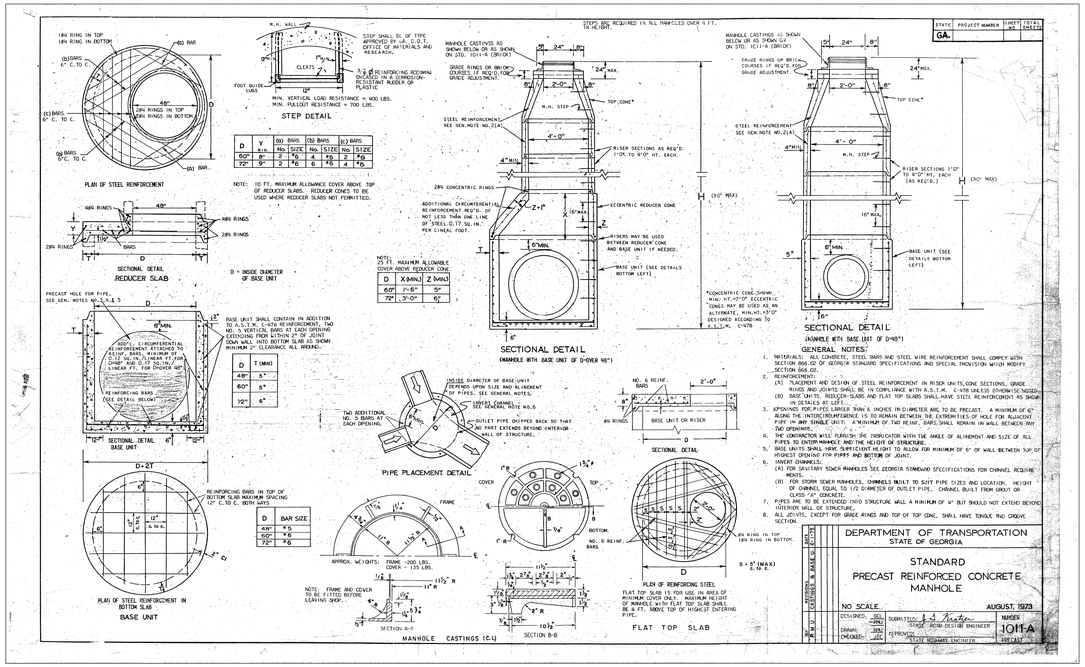
GEORGIA811 www.Georgia811.com
November 21, 2025
File Path:V:\2025\23 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-LD SANJO C700 DTL.dwg
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

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November 21, 2025
File Path:V:\2025\23 - City of Dacula\200523-01-001 (ENG) - Administrative Building\Engineering\Engineering Plans\SANJO SHEETS\200577-01-LD SANJO C700 DTL.dwg

1 .

NTS



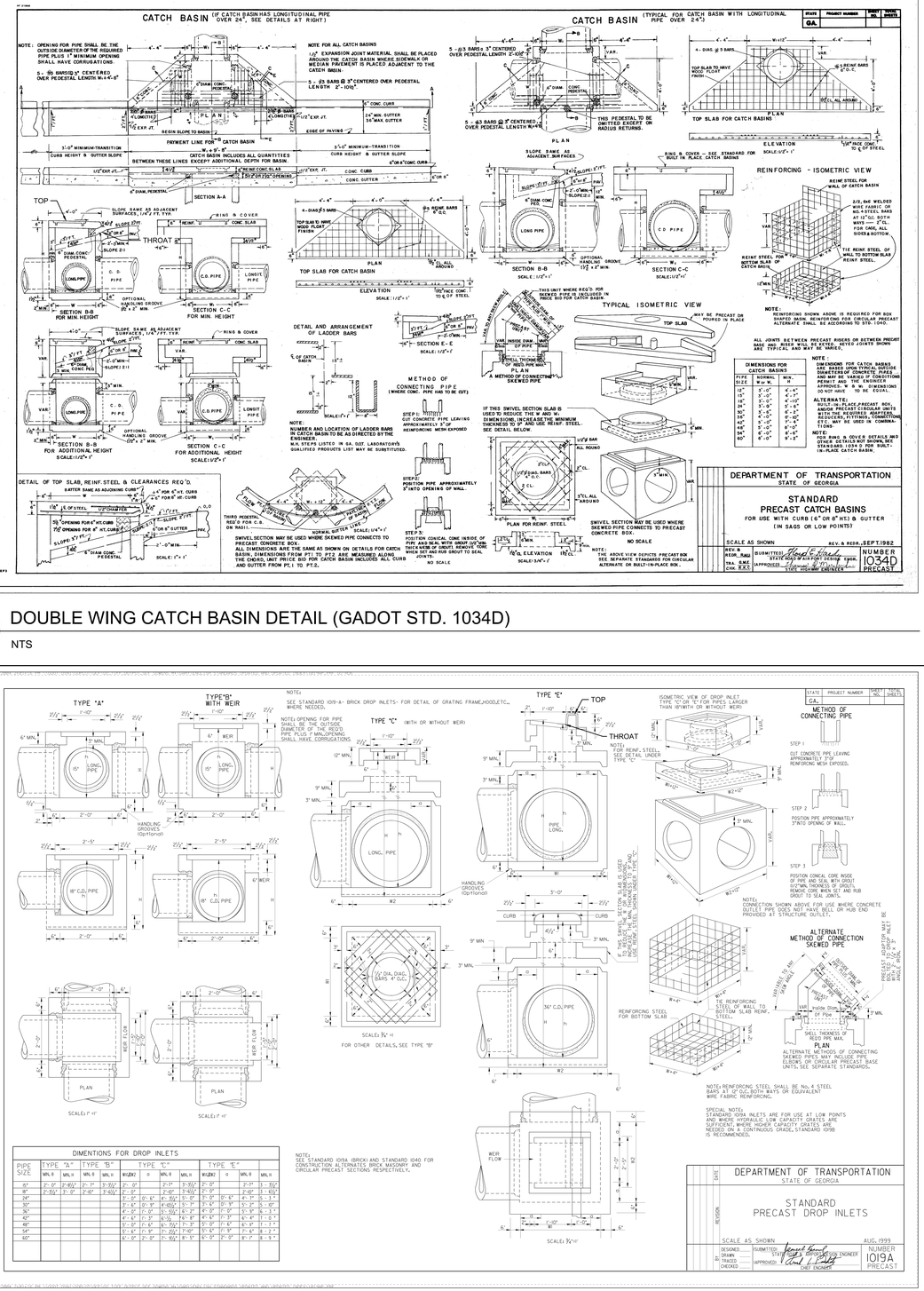
3 JUNCTION BOX (JB) GADOT STD. 1011A

N.T.S.

GEORGIA811
www.Georgia811.com

2 DOUBLE WING CATCH BASIN DETAIL (GADOT STD. 1034D)

NTS



4 DROP INLET (DI) GADOT STD. 1019A

N.T.S.

24 HOUR CONTACT
CITY OF DACULA
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BRITTNI.NIX@DACULAGA.GOV
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4174 Silver Peak Parkway
Suwanee, GA 30024
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CONSTRUCTION DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GA
GWINNETT COUNTY

CONSULTANT PROJECT #
200577-01-001

GEORGIA
PE042897
PROFESSIONAL
ENGINEER
VUONG Q. DANG

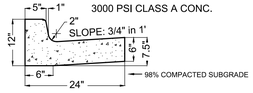
LEVEL II E&S CERT.#00012
EXP. DATE 12/19/2028

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11/21/2025	BID SET

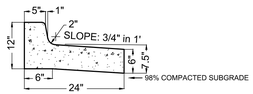
DATE	DESCRIPTION
KDW DESIGN	RWH DRAWN	SAD CHKD
SCALE	.
JOB No.	24-204(200577-01-001)
DATE :	11/14/2025
FILE No.	
SHEET No.	C701

Item 2.

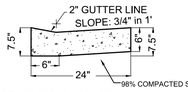
NOTE:
1. MINIMUM OF 4" G.A.B. BASE UNDER CURB & GUTTER TYPICAL.
2. COMPACTED SUBGRADE A MINIMUM OF 98% MODIFIED PROCTOR.
3. CONCRETE SHALL BE 3000 PSI CLASS A.



A — STANDARD 6" x 12" x 24" CONCRETE CURB AND GUTTER (C&G)

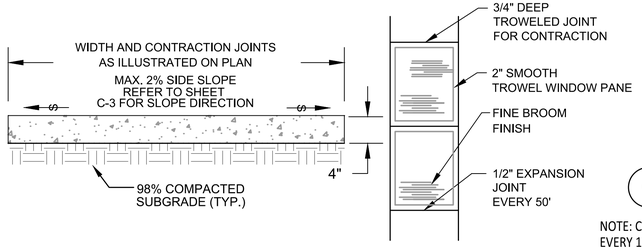


B — STANDARD 6" x 12" x 24" SPILL CONCRETE CURB AND GUTTER (C&G)



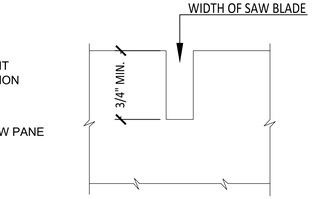
C — STANDARD 6" x 6" x 24" ZERO HEIGHT CONCRETE CURB AT DRIVEWAY

1 24" CONCRETE CURB & GUTTER DETAIL
NTS

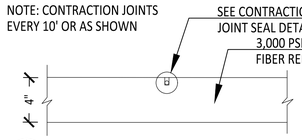


NOTES:
1. SIDEWALK TO BE CONSTRUCTED OF CLASS "A"-3000 PSI CONCRETE WITH 100% VIRGIN POLYPROPYLENE FIBRILLATED FIBERS ADDED AT THE RATE OF 1.5 LBS PER CUBIC YARD.

2 CONCRETE SIDEWALK DETAIL
NTS

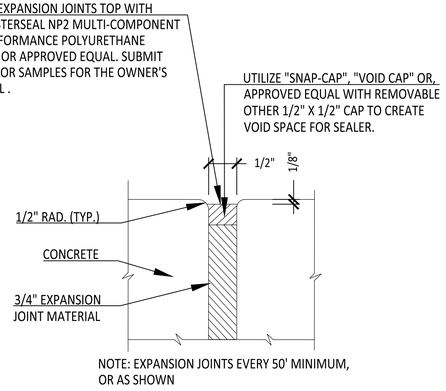


C — CONTRACTION JOINT SEAL
NTS

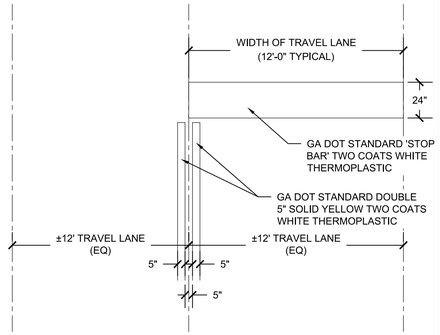


A — CONTRACTION JOINT
NTS

SEAL ALL EXPANSION JOINTS TOP WITH BASF MASTERSEAL NP2 MULTI-COMPONENT HIGH PERFORMANCE POLYURETHANE SEALANT, OR APPROVED EQUAL. SUBMIT GRAY COLOR SAMPLES FOR THE OWNER'S APPROVAL .



B — EXPANSION JOINT
NTS



NOTES:
1. ALL TRAFFIC TO INSTALLED PER GEORGIA DOT STANDARDS.
2. REFER TO GA DOT STANDARD 'T-11A'.
3. ALL STRIPING SHALL CONFORM TO LATEST EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND ANY SUPPLEMENTS THERETO.

3 TRAFFIC MARKINGS
NTS

LOCAL COMMERCIAL PAVEMENT
NTS

4 PAVEMENT DETAILS
N.T.S.

POST FOUNDATION - SECTION

5 SIGN FOOTING DETAIL
N.T.S.

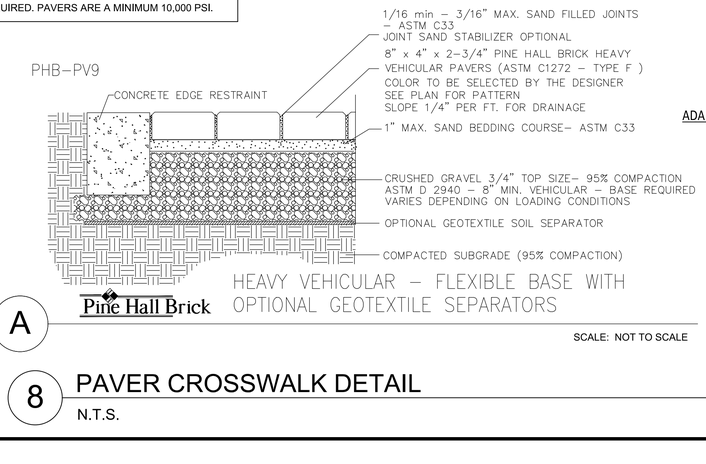
GENERAL NOTES:
1. ALL SIGNS, EXCEPT STOP SIGNS SHALL COMPLY W/ ANSI 117.1-86, 4.30
2. REFERENCE DETAIL 7/C702 FOR FOOTING AND PAD INSTALLATION DETAILS.

6 STOP SIGN DETAIL
N.T.S.

7 GADOT STANDARD CROSSWALK MARKINGS DETAIL
N.T.S.

A 75,000 MAX WEIGHT FIRE TRUCK HAS 22,265 LBS ON FRONT AXLE AND 52,735 LBS ON THE REAR AXLES. THAT'S 26,368 LBS PER AXLE AND 13,184 LBS PER TIRE. USING 8" X 8" SURFACE AREA FOR TIRE CONTACT, YOU HAVE 64 SQ. INCHES. 13,184 LBS / 64 SQ. IN. = 206 PSI REQUIRED. PAVERS ARE A MINIMUM 10,000 PSI.

IN VEHICULAR DRIVE AREAS



A

SCALE: NOT TO SCALE

8 PAVER CROSSWALK DETAIL
N.T.S.

GEORGIA811 www.Georgia811.com

24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

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Certificate of Authorization License No. LSF001241
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4174 Silver Peak Parkway
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Phone: (770) 932-6550
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CONSTRUCTION DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
CITY OF DACULA, GWINNETT COUNTY

CONSULTANT PROJECT # 200577-01-001

GEORGIA REGISTERED PE042897 PROFESSIONAL ENGINEER VUONG G. DANG
LEVEL II EAS CERT.#00012
EXP. DATE 12/19/2026

PLAN STATUS	
11/21/2025	BID SET

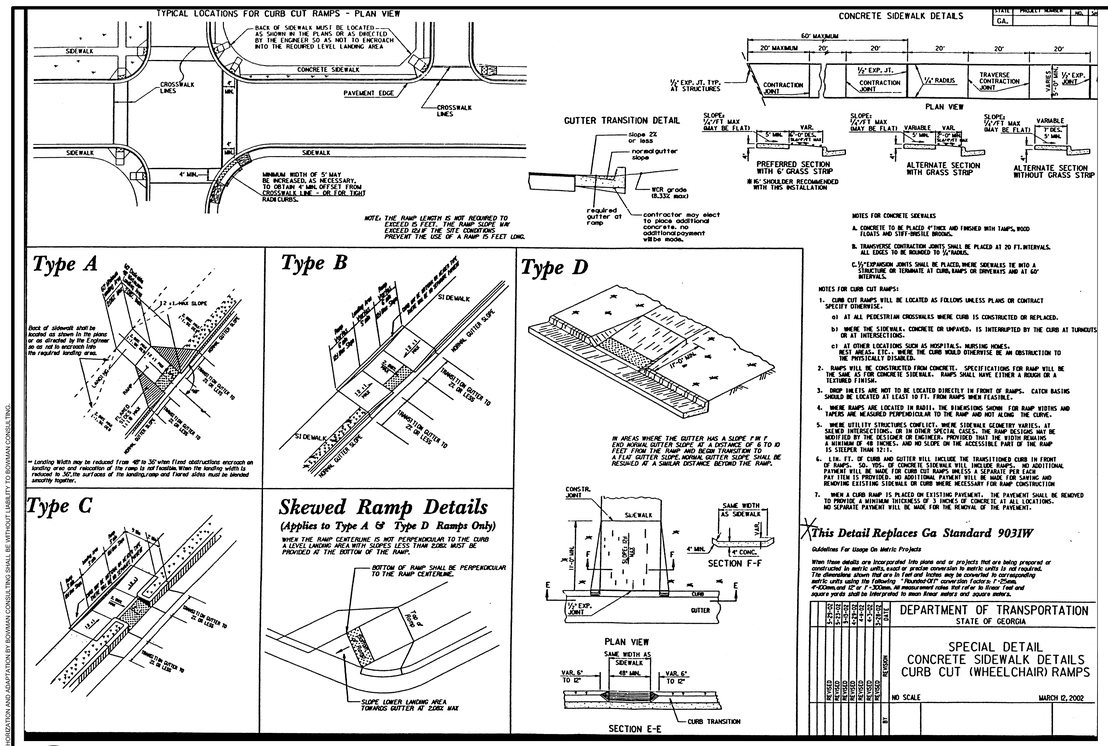
DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C702

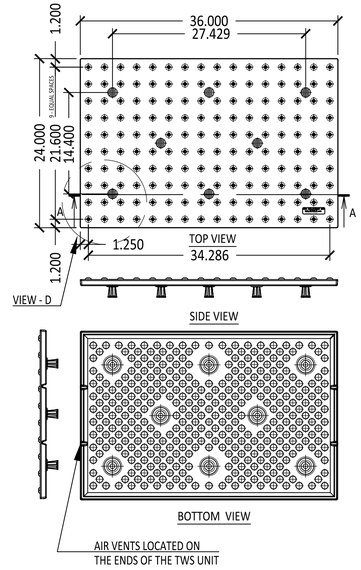
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November 21, 2025
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1 ADA RAMP DETAIL

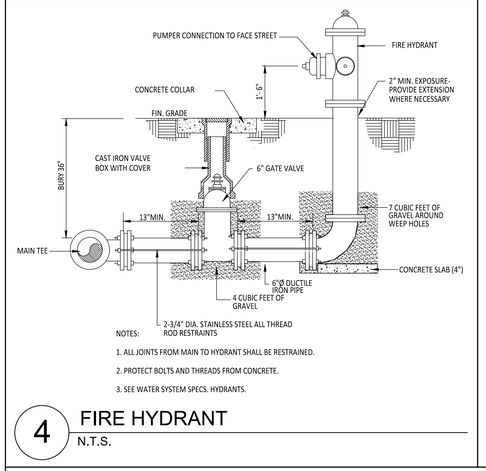
N.T.S.



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

2 ADA DETECTIBLE STRIP DETAIL

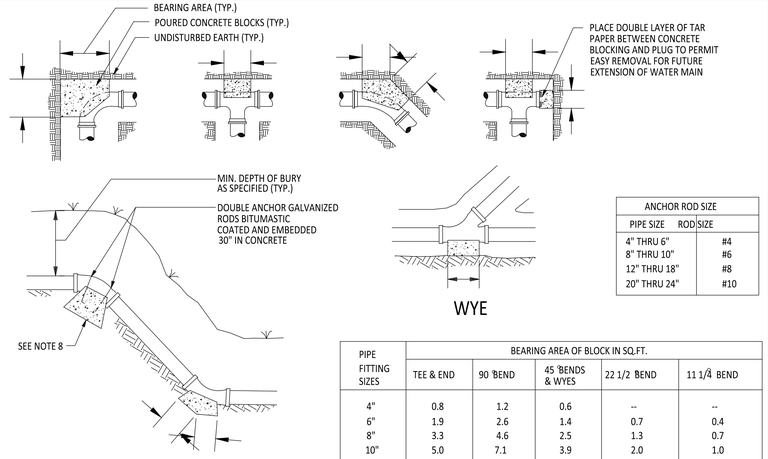
N.T.S.



NOTES:
1. ALL JOINTS FROM MAIN TO HYDRANT SHALL BE RESTRAINED.
2. PROTECT BOLTS AND THREADS FROM CONCRETE.
3. SEE WATER SYSTEM SPECS. HYDRANTS.

4 FIRE HYDRANT

N.T.S.



ANCHOR ROD SIZE	
PIPE SIZE	ROD SIZE
4" THRU 6"	#4
8" THRU 10"	#6
12" THRU 18"	#8
20" THRU 24"	#10

PIPE FITTING SIZES	BEARING AREA OF BLOCK IN SQ.FT.				
	TEE & END	90° BEND	45° BENDS & WYES	22 1/2° BEND	11 1/4° BEND
4"	0.8	1.2	0.6	--	--
6"	1.9	2.6	1.4	0.7	0.4
8"	3.3	4.6	2.5	1.3	0.7
10"	5.0	7.1	3.9	2.0	1.0
12"	7.2	10.1	5.5	2.9	1.5
14"	9.7	13.7	7.5	3.9	2.0
16"	12.7	17.8	9.7	5.0	2.6
20"	19.6	27.5	15.1	7.8	4.0

THRUST BLOCK NOTES:
1. KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES.
2. CONCRETE THRUST BLOCKING SHALL BE POURED AGAINST UNDISTURBED EARTH.
3. THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS FOR HORIZONTAL BENDS.
4. BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER THIS STANDARD.
5. TAPPING VALVES SHALL HAVE THRUST BLOCKING AS SPECIFIED FOR TEES.
6. CONTRACTOR SHALL PROVIDE RESTRAINT AT ALL PRESSURE LINE FITTINGS USING EITHER CONCRETE BLOCKING OR TIE ROD ASSEMBLIES.
7. CONCRETE FOR THRUST BLOCKS SHALL BE 3000 PSI MINIMUM STRENGH.
8. ANCHOR BLOCKS FOR VERTICAL BENDS SHALL BE SIZED AS 90° BENDS REGARDLESS OF ANGLE.

5 THRUST BLOCKING DETAIL

N.T.S.

GEORGIA811 www.Georgia811.com

24 HOUR CONTACT
CITY OF DACULA
BRITTNI NIX
BRITTNI.NIX@DACULAGA.GOV
770-963-7451

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Suwanee, GA 30024
Phone: (770) 932-6550
www.bowman.com
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CONSTRUCTION DETAILS
2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE, AND SIDEWALK IMPROVEMENTS PROJECT
GWINNETT COUNTY
CITY OF DACULA, GA

CONSULTANT PROJECT # 200577-01-001

LEVEL II E&S CERT.#990012
EXP. DATE 12/19/2028

PLAN STATUS	
11/21/2025	BID SET

DATE	DESCRIPTION

KDW	RWH	SAD
DESIGN	DRAWN	CHKD

SCALE .
JOB No. 24-204(200577-01-001)
DATE : 11/14/2025
FILE No.
SHEET No. C703

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Project Manual

for

2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project

(Funded by Gwinnett County CDBG)

Work to be Performed

for

City of Dacula

G e o r g i a

November 21, 2025

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

"2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project"

SECTION TITLE

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

00 002 Table of Contents
00 020 Advertisement for Bids
CDBG INFORMATION FOR BIDDERS
CDBG CERTIFICATIONS
EQUAL OPPORTUNITY PROVISION CERTIFICATIONS
CERTIFICATION OF NON-SEGREGATED FACILITIES
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
SECTION 3 PLAN
WAGE AND LABOR STANDARDS REQUIREMENTS
APPENDIX TO CDBG CERTIFICATIONS
LOBBYING & DRUG-FREE WORKPLACE
FEDERAL LABOR STANDARDS PROVISIONS
APPLICABLE WAGE DECISION

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
02 270 Slope Protection and Erosion Control
02 514 Site Concrete
02 547 Bituminous Surfacing
02 580 Pavement Marking
02 720 Site Drainage
02 930 Lawns and Grasses
02 933 Temporary Seeding

APPENDIX

- Geo Hydro Engineers "Report of Pre-Demolition Asbestos Survey and Lead Paint Screen" Report dated 10-28-2025.
- Project Drawings dated 11-21-2025.

ADVERTISEMENT FOR BIDS

Sealed bids for the "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" will be received by the City of Dacula at Dacula City Hall – 442 Harbins Road, Dacula, Ga. 30019, until **3:30 PM** local time on **Thursday, January 22, 2026**. Any bid received after said time and date will not be accepted by the City of Dacula. The funds for this project will be funded from 2017 SPLOST/IGA, 2025 Local Road Assistance (LRA), and FFY 2025 Gwinnett County Community Development Block Grant (CDBG) program. Therefore, all services provided must comply with all applicable federal government statutory and regulatory requirements related to these funding sources.

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.

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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" as follows:

The scope of work includes demolition of Sanjo Street which is an existing one-way asphalt road; widening of the road to improve it for two-way traffic; installing new base and pavement section; and installing new storm drainage pipes and structures within the city right-of-way and easements as described in these contract documents and illustrated on the drawings prepared by Bowman Consulting Group. Specifically, Sanjo Street which is approximately 13' +/- wide (width varies) will be demolished to earth subgrade which includes asphalt pavement, base materials, and any additional subgrade earth materials as required to meet the proposed elevations for the new pavement section described in these documents and as illustrated on the drawings. Contractor shall grade and widen the proposed two-way road to 26' wide from back of curb to back of curb.

Alignment of the proposed road is laid out such that it will generally be widened to the southeast side of Sanjo Street towards city owned property for the City Core Project. Contractor will install curb and gutter (C&G) along the approximate line of the north side of existing Sanjo Street edge of pavement and then widen and build new road to the southeast. Right-of-way width will increase from existing 30' right-of-way to proposed 40' right-of-way. Both sides of the proposed road will have new 24" C&G (transition to 30" C&G near GCDOT controlled Harbins Road) as well as new storm drainage pipe and structures to route stormwater to low point in road and tie-into the previously installed storm sewer outfall system draining from the City Core Project site. As the contractor builds the proposed road east towards Harbins Road, the proposed road alignment will jog towards the northeast to align with Tanner Road on the opposite side of Harbins Road. This jog will begin to occur just past 2461 Sanjo Street. The city has acquired 381 Harbins Road where the new alignment jog occurs in order build the road.

The contractor will be required to demolish all items from the city owned 381 Harbins Road parcel which include the existing house, drive and parking areas, trees, etc. that are present on the parcel and in the way of building the new road. Asbestos removal of items within the existing house documented by the city's geotechnical consultant is required by the contractor as part of the demolition scope of work, refer to Geo Hydro Engineers "Report of Pre-Demolition Asbestos Survey and Lead Paint Screen" dated 10-28-2025 located in the appendix of these contract documents.

Coordination with Gwinnett County Department of Transportation (GCDOT), Georgia Power Company, and other utility providers is required as there is an existing intersection improvements project at the Sanjo Street/Harbins Road intersection by GCDOT underway which involves tie-in for this road widening project, signalization of the intersection (signal box, mast arms, etc.) and power pole relocations.

The new pavement section for the road will follow the city's construction standard for major thoroughfares listed in Article 6; Table 6-B for Major Collector: 10" Graded Aggregate Base (GAB); 3" Type 'B' Binder Course; and 1-1/2" Type 'E' or 'F' Topping Course. Tack coat shall be applied to binder course at a rate of no less than 0.05 gallons per square yard prior to installing surface course over the entire road. Curb and Gutter shall be 6"x24"x12" vertical curb made up of Class 'A' concrete and have minimum strength of 3,000 PSI at 28 days.

All new storm pipe along Sanjo Street shall be RCP within the right-of-way. All storm structures will be curb, hood, and grates (CHG) to assist with construction within the limited right-of-way. Contractor to pay special attention to the drawings for temporary construction easements as only some parcels have temporary easements acquired by the city. For those parcels without easements, contractors will need to make every effort not to encroach on private property.

All existing remaining vegetation and trees within the proposed right-of-way is any is the responsibility of the contractor to remove in order to install the proposed road. The drawings may not depict or label all items to be removed. It is the responsibility of the contractor to visit the site and determine the scope of items to be removed.

The Centerline of the road shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter to provide for adequate drainage of the road.

Contractor shall relocate stop signs at McMillan Road and Sanjo Street intersection. Existing temporary Stop Bar striping shall also be removed and permanent thermoplastic striping applied. New four-way stop conditions shall be installed at Maxey Street and Church Street intersections which include new stop signs and stop bars. All intersections (McMillan Road, Maxey Street, and Church Street) shall receive four side traffic rated brick pavers and striping for crosswalks along with sidewalk/handicap ramps as illustrated on the drawings (the brick paver cross walks shall match that being installed at Maple Creek Park and City Core intersection by the City Core Contractor). Thermoplastic Double Yellow Centerline and Stop Bar Striping is required at all intersections

Existing adjacent driveway aprons on north side of Sanjo Street shall be replaced as illustrated on the Drawings. All demolished concrete and asphalt are to be removed and hauled off to an approved waste facility.

Contractor shall include in their Base Bid all costs for adjusting any existing manhole tops, water valves, or other utilities and for all materials needed to raise/lower any tops,

valves, or other covers flush with proposed finished surface of 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 *One-Hundred Twenty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

All disturbed existing grass areas are to be permanently stabilized with Sod grassing in kind or Bermuda. Contractor shall water thoroughly as required to keep Sod from dying.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with Gwinnett County for water line work and/or adjustments. 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. Contractor and subcontractors must make a site visit to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, structures, tops, 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 at intersections so that there is a smooth transition.

B. Contractor shall coordinate with the adjacent City Core Contractor for tie-in of items that are present in each contractors scope of work so that the built condition on the southeast side of the road matches the drawings for both projects. The contractor as part of his scope of work shall remove and/or relocate the existing silt fence between the two projects as required. The City Core Contractor will be responsible for removing and/or relocating his construction fencing as required but coordination will be required by both contractors.

C. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's Geotechnical Consultant before proceeding with any work to correct the course of action. The city will have a Geotechnical Engineer on standby to address these situations and to make inspections for compaction and proof rolls. The Geotechnical Engineer will be paid for by the Owner and will qualify and quantify any unsuitable 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.

D. The limits of work for this project are limited to the city's right-of-way and permanent/temporary construction easements acquired on private property in order to perform the scope of work as described in the Contract Documents. Contractors shall minimize disturbance to private property to as little as possible to complete the scope of work for this project.

E. Contractor is responsible for locating 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.

F. Contractor shall visit the Site to determine if any built items need to be removed, reinstalled, or replaced to complete scope of work (i.e., existing fencing). This shall be included in Contractor's overall Bid.

G. All earthwork quantities for grading, storm sewer installation, road improvements, etc. 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.

H. 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.

I. Contractor shall coordinate with Gwinnett County Department of Transportation (GCDOT), Georgia Power Company, and other utility providers for all tie-in's to the intersection improvements project at the Sanjo Street/Harbins Road intersection by GCDOT. All pavement, curb & gutter, and storm drainage shall tie-in properly with the intersection improvements 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 **3:30 PM** local time on **Thursday, January 8, 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 **Friday, January 15, 2026 by 4:00 PM.**

All quantities and measurements are approximate. Contractors shall visit the site to determine their own quantities for bidding this project. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the scope of 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 Federally 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

GWINNETT CO
HOUSING & COMMUNITY DEVELOPMENT

CDBG PUBLIC FACILITIES CERTIFICATIONS

TO: Prospective Bidders

FROM: Gwinnett County Housing & Community Development

DATE: May 1, 2025

SUBJECT: Community Development Block Grant Public Facilities Certifications

The following CDBG Grant Certifications apply to your proposal or bid. Please complete the required information and submit with your proposal or bid.

If you have any questions, please contact:

Gwinnett County Housing & Community Development
One Justice Square, 446 West Crogan Street, Suite 420
Lawrenceville, GA 30046-2439
Telephone: 678-518-6008
Email: cdbg@gwinnettcounty.com

CDBG Certifications Applicable to This Proposal or Bid:

In accordance with the Housing and Community Development Act of 1974 [hereinafter referred to as "The Act"], as amended, and Community Development Block Grant Program regulations [24 CFR Part 570] and Consolidated Plan regulations [25 CFR Part 91], the Contractor certifies that:

(a) Regulation Compliance - The Scope of Work for this CDBG funded project/activity 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. §2000d et sec.);
2. The Fair Housing Act (42 U.S.C. 3601-20); and
3. Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

(b) Anti-Lobbying - 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. Consultant will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the contract documents for all sub-consultants at all tiers and that all sub-consultants shall certify and disclose accordingly.

(c) Drug Free Workplace - Consultant/Contractor 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 Contractor's and Subcontractor's workplaces 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) Policy for 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 contract be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, 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 calendar days after such conviction;
5. Notifying the Grantee (Gwinnett County) 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 name and position title, to the Grantee's (Gwinnett County) officer or other designee on whose contract activity the convicted employee was working. Notice shall include the identification of each affected Contract;
6. Taking one of the following actions, within 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 Contractor must insert in the space provided below the site(s) for the performance of work done in connection with the specific project/activity:

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

_____

_____

(d) Contractor will comply with the provisions of the Act and with other applicable laws.

_____
Name of Company

_____
Name and Title of Authorized Certifying Official

_____
Signature of Authorized Certifying Official Signature Date

Contractor Information Form

Name of Project:	**SAM/CCR #:**
DUNS #:	**E-Verify #:**

1. Minority Owned Business (circle one):

YES NO

Note: Please circle "YES" if the owner(s) and controller(s) share(s) 51% of the business. When 51% or more is not owned and controlled by any single minority/racial/ethnic/gender/category, circle "NO".

2. Identify Race/Ethnicity:

White Americans _____
Black Americans _____
Hispanic Americans _____
Native Americans _____
Asian/Pacific Islanders _____
Multi-Racial/Other _____

3. Female Owned Business (circle one):

YES NO

4. Section 3 Business (circle one):

YES NO

Note: A Section 3 Business is one that can provide evidence that they meet one of the following criteria: 1) 51% or more of the business is owned by Section 3 residents (public housing resident or low- or very low-income person); 2) At least 30% of full-time employees include current Section 3 residents, or residents that were Section 3 residents within three years of the date of hire; or 3) The business can provide evidence of a commitment to subcontract to businesses that meet one of the first two qualifications.

Contractor

Name of Company:
Company Address:
Name of Main Contact:
Phone #:
Email Address:

Subcontractor Information Form

Name of Project:	**SAM/CCR #:**
DUNS #:	**E-Verify #:**

1. Minority Owned Business (circle one):

YES NO

Note: Please circle "YES" if the owner(s) and controller(s) share(s) 51% of the business. When 51% or more is not owned and controlled by any single minority/racial/ethnic/gender/category, circle "NO".

2. Identify Race/Ethnicity:

White Americans _____
Black Americans _____
Hispanic Americans _____
Native Americans _____
Asian/Pacific Islanders _____
Multi-Racial/Other _____

3. Female Owned Business (circle one):

YES NO

4. Section 3 Business (circle one):

YES NO

Note: A Section 3 Business is one that can provide evidence that they meet one of the following criteria: 1) 51% or more of the business is owned by Section 3 residents (public housing resident or low- or very low-income person); 2) At least 30% of full-time employees include current Section 3 residents, or residents that were Section 3 residents within three years of the date of hire; or 3) The business can provide evidence of a commitment to subcontract to businesses that meet one of the first two qualifications.

Subcontractor

Name of Company:
Company Address:
Name of Main Contact:
Phone #:
Email Address:

EQUAL OPPORTUNITY PROVISION CERTIFICATIONS [EXECUTIVE ORDER 11246]

EQUAL OPPORTUNITY PROVISIONS:

A. Executive Order 11246 (Contractors/Subcontracts above $10,000)

1. Section 2012 Equal Opportunity Clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provided setting forth provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provide however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United State to enter into such litigation to protect the interest of the United States.

SPECIAL EQUAL OPPORTUNITY PROVISIONS:

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)

During the performance of this contractor, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships.

(2) The Contractor shall post in conspicuous places, available to employees and other applicants for employment, notices to be provided by Contracting Officer set forth the provisions of this nondiscrimination clause. The

Contractor shall state that all qualified applicants will receive consideration for employment without regard race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS
This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER
Name and Full Address of Bidder _____

1. Has the Bidder participated in a previous contract or subcontract subject to the Equal Opportunity Clause?
   ☐ Yes ☐ No
2. Were Compliance Reports required in connection with such contract(s) or subcontract(s)?
   ☐ Yes ☐ No
3. Has the Bidder completed all compliance instructions, including the SF-100?
   ☐ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction(s) due to a violation of Executive Order 11246, as amended?
   ☐ Yes ☐ No

_____
Name of Company

_____
Name and Title of Authorized Certifying Official

_____
Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

_____

Name of Prime Contractor Project Number

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

Name and Full Address of Subcontractor _____

1. Has the Subcontractor participated in a previous contract or subcontract subject to the Equal Opportunity Clause?
   ☐ Yes ☐ No
2. Where Compliance Reports required in connection with such contract(s) or subcontract(s)?
   ☐ Yes ☐ No
3. Has the Subcontractor completed all compliance instructions, including the SF-100?
   ☐ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction(s) due to a violation of Executive Order 11246, as amended?
   ☐ Yes ☐ No

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES

INSTRUCTIONS

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of his/her certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION BY BIDDER

_____

Name and Full Address of Bidder

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING NONSEGREGATED FACILITIES

INSTRUCTIONS

The subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The subcontractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, any location under his/her control where segregated facilities are maintained. The subcontractor agrees that a breach of his/her certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The subcontractor agrees that (except where he/she has obtained identical certification from proposed subcontractors specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SUBCONTRACTOR'S CERTIFICATION

_____

Name and Full Address of Subcontractor

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

_____

Name of Company Date

_____

Signature of Authorized Certifying Official Title of Authorized Certifying Official

SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968 [135.38 SECTION 3 CLAUSE]

SECTION 3 PLAN

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The 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.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 PLAN FORMAT

_____ (Name of Consulting Firm/Contractor), Agrees to implement the following specific Section 3 Plan directed at increasing the utilization of lower income residents and businesses within Gwinnett County.

A. To ascertain from Gwinnett County Housing and Community Development the exact boundaries of the Section 3 covered project area. And, where advantageous, seek the assistance of local officials in preparing and implementing the Firm's Section 3 Plan.

B. To recruit from within the Project Area and Gwinnett County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and through community organizations and public or private institutions operating within or serving the project area and Gwinnett County such as the Chamber of Commerce, the Georgia Department of Labor, the JTPA Program, the Urban League, the NAACP, the Local Housing Authorities, and related organizations. The firm will provide Gwinnett County with details on the specific actions which were taken to recruit within the project service area, and within Gwinnett County.

C. To obtain a list of all lower income area residents who have applied, either on their own or by referral from any source, and to employ such persons, if otherwise eligible, and if a vacancy exists. The firm will submit a list of the residents identified, the sources from which these names were obtained, and any on-going actions which will be made to obtain such lists of eligible Section 3 residents once the Consulting Firm, and all subcontractors, initiate any hiring actions.

D. To insert the Section 3 Plan in all bid proposal documents, and to require all bidders on subcontracts to submit a Section 3 Plan, including numeric goals and the specific steps planned to accomplish these goals.

E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program. The firm will identify all contacts made, dates for each, and the agreements obtained from each person/agency contacted.

F. To ensure that all appropriate Section 3 business concerns are notified of pending subcontract opportunities. The firm will detail how the Consulting Firm and subcontractors, will meet the Section 3 contract numeric goals (See TABLE B "Goals" attached), or explain in detail why the numeric goals cannot be met.

G. To maintain records (Monthly Section 3 Report), including copies of correspondence, memoranda, etc., which document that all of the above action steps have been taken. Any documents which demonstrate that the Consulting Firm will be successful in meeting its overall goals will be incorporated in the Section 3 Plan which is submitted as a part of the Consulting Firm's bid proposal.

H. To appoint or recruit an executive official of the Consulting Firm, _____, as Section 3 Officer to coordinate the implementation of this Section 3 plan.

I. To attach Table A - Work Force Needs, on which will be listed all projected work force needs for all phases of this project, by occupation, trade, skill level and number of positions, along with the number of new hires anticipated for this project, and the number of Section 3 residents for which jobs will be made available.

J. To prepare a detailed Section 3 Plan which addresses, at a minimum, all of the items contained herein. The Consulting Firm is encouraged to provide any other details, and specific information which explains how the firm will meet, or exceed, the numeric goals for Section 3 -- Employment and Contractual.

[SIGNATURES ON NEXT PAGE]

SECTION 3 PLAN - SIGNATURE PAGE

As officers and representative of _____ (Name of Consulting Firm/Contractor), we the undersigned have read and fully agree to this Section 3 Plan and become a party to the full implementation of this program.

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

_____

Name and Title of Additional Signatory

_____

Signature of Additional Signatory Signature Date

SECTION 3 PLAN - TABLE A
WORK FORCE NEEDS

_____
Name of Company

Please list all projected Work Force needs for all phases of the subject project, by trade, skill level and number of positions. Also, please note the number of positions which will be hired during the project period and note those positions which will be filled through eligible Section 3 residents.

_____
Project Name

Type of Occupations/Trade/Skill Level	Number of Positions for Each Skill Level	Number of New Positions to be Hired	Number of New Positions to be Filled with Section 3 Residents

SECTION 3 PLAN - TABLE B
GOALS

A. Section 3 Residents - New Hires

Numerical Goals for Resident Employment

For all Section 3 covered contracts [$100,000 or more], Consulting Firms, and their subcontractors, may demonstrate compliance by committing to employ Section 3 residents as a percentage of the aggregate new hires for each year over the duration of the Section 3 project. The 30 percent of the aggregate number of new hires constitute a safe harbor for Consulting Firms and subcontractors:

Each Consulting Firm, or Subcontractor, must meet the following employment hiring preferences in order to comply with this Section:

(1) Section 3 residents who reside in the project service area, neighborhood, or within Gwinnett County. The CDBG Program Office should be contacted regarding the priorities, herein.
(2) Participants in any HUD Youthbuild Programs within Gwinnett County - if this Program becomes available.
(3) Other Section 3 residents, such as public housing, Section 8, JTPA or other very low- and low-income residents within Gwinnett County.
(4) If McKinney Homeless Assistance Act funds [i.e., ESG Program or other McKinney Funds received by Gwinnett County] are used on a covered Section 3 project, then homeless persons residing in the project service area must be given the highest priority.

B. Section 3 Business Concerns

Numerical Goals for Contracting

For all Section 3 contracts, Consulting Firm and their subcontractors may demonstrate compliance by committing to award to Section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for "building trades work", arising in connection with housing rehabilitation, housing construction and other public construction; and
(2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts, i.e., management, clerical, professional services.
(3) Section 3 Business Concern: A Section 3 Business Concern is defined as a company that meets one or more of the following criteria:
(a) 51% of the business is owned by Section 3 residents.
(b) 30% of the employees are Section 3 residents.
(c) 25% of the total subcontracts are awarded to other businesses that meet 3 (a) or (b).

C. Definitions

Section 3 Residents - (1) A public housing resident, or (2) an individual who resides in Gwinnett County and is a low-income person, or very low-income person. Low-income person is defined as to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the Metropolitan Atlanta area. A very Low- income person is defined as to mean families (including single persons) whose incomes do not exceed 50 per centum of the median income for the Metropolitan Atlanta area.

Section 3 Business Concerns - means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) whose permanent, full - time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) and (2) of this definition.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING SECTION 3 AND NONSEGRAGATED FACILITIES

The undersigned hereby certifies that:
(a) Section 3 provisions are included in the Contract; and
(b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

CERTIFICATION BY BIDDER

_____
Name and Full Address of Bidder

_____
Name of Company

_____
Name and Title of Authorized Certifying Official

_____
Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING SECTION 3 AND NONSEGRAGATED FACILITIES

The undersigned hereby certifies that:
(a) Section 3 provisions are included in the Contract; and
(b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

SUBCONTRACTOR'S CERTIFICATION

_____
Name and Full Address of Subcontractor

_____
Name of Company

_____
Name and Title of Authorized Certifying Official

_____
Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

_____

Name of Project Project Number (if applicable)

The undersigned, having executed a contract for the construction of the above-identified project, acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract; and
(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontracts and any lower tier subcontractors, is his responsibility.

The undersigned certifies that:

(a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a));
(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest in designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions; and
(c) He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

CONTRACTOR'S CERTIFICATION

Legal Name and Business Address of Contractor:

The undersigned is:

☐ A Single Proprietorship ☐ A Corporation Organized in the State of _____

☐ A Partnership ☐ Other Organization - Describe _____

[Certification Continues on the Next Page]

CONTRACTOR'S CERTIFICATION (continued)

The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

Name	Title	Address

The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Address

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

_____

Name of Project Project Number (if applicable)

The undersigned, having executed a contract for the construction of the above-identified project, acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract; and

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontracts and any lower tier subcontractors, is his responsibility.

The undersigned certifies that:

(a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a));

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest in designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions; and

(c) He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

SUBCONTRACTOR'S CERTIFICATION

Legal Name and Business Address of Subcontractor:

_____

The undersigned is:

☐ A Single Proprietorship ☐ A Corporation Organized in the State of _____

☐ A Partnership ☐ Other Organization - Describe _____

[Certification Continues on the Next Page]

SUBCONTRACTOR'S CERTIFICATION (continued)

The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

Name	Title	Address

The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Address

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING THE BUILD AMERICA, BUY AMERICA ACT (BABA)

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional detail on fulfilling the BABA requirements can be found at https://www.hudexchange.info/programs/baba.

_____
Name and Full Address of Bidder

_____
Name of Company

_____
Name and Title of Authorized Certifying Official

_____
Signature of Authorized Certifying Official Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING THE BUILD AMERICA, BUY AMERICA ACT (BABA)

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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_____
Name and Full Address of Subcontractor

_____
Name of Company

_____
Name and Title of Authorized Certifying Official

_____
Signature of Authorized Certifying Official Signature Date

OTHER APPLICABLE FEDERAL REGULATIONS

A. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000).

Pursuant to Federal Rule above (A), when federal funds are expended, Gwinnett County reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Gwinnett County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Gwinnett County believes, in its sole discretion that it is in the best interest of Gwinnett County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Gwinnett County as of the termination date if the contract is terminated for convenience of Gwinnett County. Any award under this procurement process is not exclusive and Gwinnett County reserves the right to purchase goods and services from other vendors when it is in the best interest of Gwinnett County.

Initial _____

B. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule above (B), when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above (B).

Initial _____

C. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule above (C), when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above (C).

Initial _____

D. Examinations of Plans, Specifications, Special Provisions, and Site of the Work

The Bidder is expected to examine carefully the site of the proposed work, the Proposal, Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract forms before submitting a Proposal. The submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the

conditions to be encountered in performing The Work and as to the requirements of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract.

It is the obligation of the Bidders to make their own interpretation of all subsurface data that may be available as to the nature and extent of the materials to be excavated, graded, or driven through. Such information, if available and furnished to the Bidders by the Department, does not in any way guarantee the amount or nature of the material which may be encountered.

Pursuant to Standard Specifications Construction of Transportation Systems Rule above (D), when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above (D).

Initial _____

E. Certification of compliance with EPA Regulations applicable to grants, subgrants, cooperative agreements, and contracts in excess of $100,000 of federal funds.

When federal funds are expended for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Initial _____

F. Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Initial _____

_____

Name of Company

_____

Name and Title of Authorized Certifying Official

_____

Signature of Authorized Certifying Official Signature Date

APPENDIX 1

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

1. Lobbying Certification - Paragraph n
This certification is a material representation of the 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.

2. Drug-Free Workplace Certification - Paragraph o
A. By signing and/or submitting this application or grant agreement, the contractor is providing the certification set out in paragraph (o).

B. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee 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.

C. For contractors other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).

D. For contractors who are individuals, Alternate II applies. (Not applicable to CDBG entitlement grantees).

E. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee’s drug-free workplace requirements.

APPENDIX 2

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 CFR 5.5 (a)(1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321 shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification within 30 days of receipt and so advise HUD or its designee or within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).
(c) In the event the contractor, the laborers or mechanics is to be employed in the classification or their representative, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for the determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).
(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborers or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom then are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contribution or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control number 1215-0140 and 1215-0017.)
(ii)(a) 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, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased for the Superintendent of Documents (Federal Stock number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
(b) 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 supervises 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 each 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;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-34 shall satisfy the requirement for the submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
(d) The falsification of any of the above certification may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3. (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.
(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a States Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event of the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees. Expect as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may be appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 FCFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010 Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "whoever, for the purpose of…influencing in any way the action of such Administration…makes, utters or publishes any statement knowing the same to be false…shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon w request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on the account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontractors the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under work conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontracts as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX 3

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	**· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.**
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	**· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.**

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER	$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER	$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.23 **	2.23
LABORER: Common or General	$ 18.70	0.00
LABORER: Pipelayer	$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.53	3.63
OPERATOR: Bulldozer	$ 24.68	2.59
OPERATOR: Crane	$ 39.31	0.00
OPERATOR: Grader/Blade	$ 26.18	4.28
OPERATOR: Loader	$ 22.37	1.40
OPERATOR: Milling Machine	$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 23.62	4.10
OPERATOR: Roller	$ 18.89	3.99
OPERATOR: Screed	$ 21.00	4.22
TRAFFIC CONTROL: Flagger	$ 14.80 **	2.76
TRUCK DRIVER: Dump Truck	$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck	$ 25.43	4.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX 4

BUILD AMERICA, BUY AMERCIA ACT (BABA)
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

I. Overview of Build America, Buy America Act

The Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD. In BABA and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products applies to funding from CPD programs for infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section III. Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference 3 would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, under Section 70914(c), the head of a Federal agency, including HUD, must make publicly available a detailed written explanation for the proposed determination to issue the waiver and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Section IV.

II. Definitions
Key terms that have relevance to the interpretation and implementation of the BAP for CPD programs are defined in the BABA statute and may be found in 2 CFR part 184 and OMB guidance.

A. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I -II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)

B. Buy America Preference is defined in 2 CFR § 184.3 and means the "domestic content procurement preference" set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

C. Categorization of Articles. The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:
   i. Iron or steel products;
   ii. Manufactured products;
   iii. Construction materials; or
   iv. Section 70917(c) materials.

An article, material, or supply should not be classified into more than one category and must be ma based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the Buy America Preference for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

D. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

E. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or 5 supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

i. Non-ferrous metals;
ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
iii. Glass (including optic glass);
iv. Fiber optic cable (including drop cable);
v. Optical fiber;
vi. Lumber;
vii. Engineered wood, and
viii. Drywall.

(2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.

F. Covered Materials includes the following when used in connection with an Infrastructure Project:

(A) all iron and steel;
(B) all Manufactured Products; and
(C) all Construction Materials.

G. Covered CPD Programs. The term “covered CPD programs” means any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre and post disaster or emergency response.

H. Grantee. The term “grantee,” as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

I. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:

(A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or
(B) pre and post disaster or emergency response expenditures.

J. Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other 6 maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

K. Infrastructure Project. The term “infrastructure project” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

L. Iron and Steel Products. The term “iron and steel products” is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

M. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

N. Made in America Office. The term “Made in America Office” or “MIAO” means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.

O. Manufactured Products is defined in 2 CFR 184.3 and means:
(1) Articles, materials, or supplies that have been:
(i) Processed into a specific form and shape; or
(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

P. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.

Q. Non-Federal Entity means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR 200.1. Public Housing Agencies are Non-Federal Entities. 7

R. Not Listed Construction Materials. The term “not listed construction materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver.
This includes:
i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
ii. glass (including optic glass); and
iii. drywall.

S. Obligate. The term “obligate,” for purposes of HUD’s phased implementation of BABA, means the date that HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of Federal financial assistance. The milestone that establishes an obligation date depends on each program but for many CPD programs, such as CDBG, the obligation date occurs upon HUD’s execution of the grant agreement.

T. OMB Guidance. The term “OMB guidance” refers to 2 CFR Part 184, the "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure” (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA’s Buy America Preference.

U. Pre and Post Disaster or Emergency Response Expenditures. The term “pre and post disaster or emergency response expenditures” means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major

disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

V. Produced in the United States is defined in 2 CFR 184.3 and means:
   a. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   b. In the case of manufactured products:
      a. The product was manufactured in the United States; and
      b. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 8 to 2 CFR 184.5.
   c. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

W. Project. The term "project" means the construction, alteration, maintenance, or repair of infrastructure in the United States. (Section 70912(7) of BABA).

X. Section 70917(c) Materials. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. These materials are not considered "construction materials" for the purpose of BABA implementation.

Y. Specifically listed construction materials. The term "specifically listed construction materials" for HUD programs includes:
   a. non-ferrous metals;
   b. lumber;
   c. composite building materials; and
   d. plastic and polymer-based pipe and tube.

III. Buy America Preference Waivers Currently in Effect for HUD Programs

Under Section 70914(b), HUD is able to issue, after consultation with OMB's MIAO, general waivers, and project-specific waivers to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. In order for HUD to consider either a general or project specific waiver request and be able to review it with OMB, the waiver must include a detailed written explanation and allow for the public to comment for at least 15 days, as required under Section 70914(c).

HUD General Waivers Applicable to Covered CPD Programs

Four general applicability waivers are currently in effect for HUD programs and apply to all Covered CPD Programs. Each waiver is outlined below.

General Waiver Type	Purpose	Effective Dates
Public Interest Phased Implementation	HUD issued a public interest waiver, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" to allow for orderly implementation of the BAP across HUD programs. The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The public interest waiver was issued in March 2023 and established a phased implementation schedule for the application of the BAP to HUD programs through FY2025. The BAP has been in effect since November 15, 2022, for the use of iron and steel for infrastructure projects funded with newly obligated FFA through the CDBG program.
Exigent Circumstances	HUD issued a public interest waiver for exigent circumstances, "Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance". This waiver applies when there is an urgent need by a CPD grantee to immediately complete an infrastructure project because of a threat to life, safety, or property of residents and the community.	The public interest waiver for exigent circumstances is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
De Minimis, Small Grants, and Minor Components	HUD issued a public interest de minimis, small grants, and minor components waiver titled "Public Interest De Minimis and Small Grants Waiver of Build America, Buy America Provisions as Applied to Certain Recipients of HUD Federal Financial Assistance". This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than the simplified acquisition threshold at 2 CFR 200.1 which is currently $250,000. This Notice also waives the application of the BAP for a de minimis portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of $1 million.	The public interest *de minimis*, small grants, and minor components waiver is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
Tribal Recipients Waiver	HUD issued a public interest waiver, "Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance: Final Notice" for the BAP as it applies to Tribal recipients. HUD will consult with Tribally Designated Housing Entities and other Tribal Entities on how to apply the BAP.	The waiver of the BAP as it applies to Tribal recipients is effective from May 23, 2023, until May 23, 2024.

HUD Project-Specific Waivers

Additionally, a CPD grantee may request a project-specific waiver from the BAP for covered FFA on a limited, case-by-case basis. HUD may grant a project specific waiver after consultation and review with the OMB's MIAO. As with the general waivers, under Section 70914(b) HUD may issue a project-specific waiver to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. A waiver for a specific project may vary depending upon the circumstances of the project, and specific items, products, or materials in question.

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that

	contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER	$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER	$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.23 **	2.23
LABORER: Common or General	$ 18.70	0.00
LABORER: Pipelayer	$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.53	3.63
OPERATOR: Bulldozer	$ 24.68	2.59
OPERATOR: Crane	$ 39.31	0.00
OPERATOR: Grader/Blade	$ 26.18	4.28
OPERATOR: Loader	$ 22.37	1.40
OPERATOR: Milling Machine	$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 23.62	4.10

OPERATOR: Roller.....$ 18.89 3.99

OPERATOR: Screed.....$ 21.00 4.22

TRAFFIC CONTROL: Flagger.....$ 14.80 ** 2.76

TRUCK DRIVER: Dump Truck.....$ 22.21 3.58

TRUCK DRIVER: Lowboy Truck.....$ 25.43 4.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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 City of Dacula 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:

"2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project".

In accordance with Contract Documents prepared by: The City of Dacula and Bowman Consulting Group, Ltd. (Bowman), 4174 Silver Peak Parkway, Suwanee, Georgia 30024. Phone: (770) 932-6550 / Fax: (770) 932-6551. Dated: November 21, 2025.

The following provisions shall be applicable to all Bidders:

A. During grading and excavation phases, 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 and Owner's Geotechnical Engineering Consultant who will observe and determine the appropriate action necessary for the work to proceed. If, in the opinion of the Owner's Geotechnical Engineering Consultant, 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 Geotechnical Engineering Consultant and the 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 Geotechnical Engineering Consultant or the Owner for subsurface conditions or quality of same. No claims for extra compensation or for additional contract time will be allowed due to subsurface conditions.

B. Time is of the essence. Construction of the "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" must be substantially complete within *One-Hundred Eighty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

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 manufacturers or trade names from those specified, application for review of such equipment or materials must reach the hands of the Owner and/or 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 will be allowed after bid has been submitted.

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 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 others, it shall be executed the same as if shown and combined in both. Should contradiction be found, notify Owner's Representative prior to receipt of bids so that contradictions can be clarified by addendum (a).

2. Large scale details will be furnished by the Owner's Representative for all work which in the opinion of Owner's Representative requires same.

3. Details shall be accurately followed, deviation therefrom being cause for rejection of work.

4. Explanatory notes shall be preferred to conflicting drawn out indications. Large scale details shall be preferred to scale measurements. In all cases the details shall be checked with existing conditions. Should any variation be found, it shall be immediately referred to Owner and Owner's Representative for clarification and adjustment.

5. Owner will be, in the first instance, the interpreter of the requirements of the Contract Documents and judge the performance thereunder by Contractor. Owner will within a reasonable time, render such interpretations as he may deem necessary for the proper execution or progress of the work.

6. Contractor shall field verify items as outlined in the Project Scope of Work and/or the Drawings. Contractor and subcontractors shall visit the site to determine their own measurements and quantities for bidding the project and not reply on the project Drawings.

7. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done.

8. 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 scope of work for the project as described in the Scope of Work, Bid Documents, Drawings, and/or Specifications. Contractor shall visit the site to calculate, form, and verify his own quantities used to formulate his bid.

9. 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.

10. 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.

11. 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.

12. The Contractor is responsible for coordinating with all utility companies that have subsurface utilities present and calling in 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.

13. Contractor is not responsible for acquiring any permits.

14. Proof Roll compaction testing is required by the Owner's Geotechnical Consultant prior to any paving operations. No other testing requirements are required by the Contractor unless an unforeseen circumstance arises with subgrade issue on a case-by-case basis. If this occurs the repaired area shall be proof rolled for subgrade and base material in the presence of the Owner or Owner's Geotechnical Consultant prior to placing base and binder material over graded aggregate base material. If any areas fail, then the Contractor will be required to repair these areas per the Owner's Geotechnical Consultant recommendations.

15. 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 without approval by the City of Dacula. Access to residential driveways shall be provided at all times.

16. Limits of 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 only permitted by request for two weeks at a time and hours are limited to 8 a.m. to 5 p.m. No work on Sunday is allowed.

17. Contractor shall coordinate their work with the adjacent City Core Contractor as construction is ongoing for the city hall project. This project has mutual tie-in points between both projects so coordination between contractors is required to have a seamless transition between the two projects.

18. Contractor shall taper down or feather asphalt down at existing intersections and residential 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. Contractors shall edge mill existing asphalt at intersections so there is a smooth transition with the new and existing asphalt.

19. 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.

20. 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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project", dated November 21, 2025 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. The funds for this project will be funded from 2017 SPLOST/IGA, 2025 Local Road Assistance (LRA), and FYY 2025 Gwinnett County Community Development Block Grant (CDBG) program. Therefore, all services provided must comply with all applicable federal government statutory and regulatory requirements related to these funding sources.

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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" as follows:

The scope of work includes demolition of Sanjo Street which is an existing one-way asphalt road; widening of the road to improve it for two-way traffic; installing new base and pavement section; and installing new storm drainage pipes and structures within the city right-of-way and easements as described in these contract documents and illustrated on the drawings prepared by Bowman Consulting Group. Specifically, Sanjo Street which is approximately 13' +/- wide (width varies) will be demolished to earth subgrade which includes asphalt pavement, base materials, and any additional subgrade earth materials as required to meet the proposed elevations for the new pavement section described in these documents and as illustrated on the

drawings. Contractor shall grade and widen the proposed two-way road to 26' wide from back of curb to back of curb.

Alignment of the proposed road is laid out such that it will generally be widened to the southeast side of Sanjo Street towards city owned property for the City Core Project. Contractor will install curb and gutter (C&G) along the approximate line of the north side of existing Sanjo Street edge of pavement and then widen and build new road to the southeast. Right-of-way width will increase from existing 30' right-of-way to proposed 40' right-of-way. Both sides of the proposed road will have new 24" C&G (transition to 30" C&G near GCDOT controlled Harbins Road) as well as new storm drainage pipe and structures to route stormwater to low point in road and tie-into the previously installed storm sewer outfall system draining from the City Core Project site. As the contractor builds the proposed road east towards Harbins Road, the proposed road alignment will jog towards the northeast to align with Tanner Road on the opposite side of Harbins Road. This jog will begin to occur just past 2461 Sanjo Street. The city has acquired 381 Harbins Road where the new alignment jog occurs in order build the road.

The contractor will be required to demolish all items from the city owned 381 Harbins Road parcel which include the existing house, drive and parking areas, trees, etc. that are present on the parcel and in the way of building the new road. Asbestos removal of items within the existing house documented by the city's geotechnical consultant is required by the contractor as part of the demolition scope of work, refer to Geo Hydro Engineers "Report of Pre-Demolition Asbestos Survey and Lead Paint Screen" dated 10-28-2025 located in the appendix of these contract documents.

Coordination with Gwinnett County Department of Transportation (GCDOT), Georgia Power Company, and other utility providers is required as there is an existing intersection improvements project at the Sanjo Street/Harbins Road intersection by GCDOT underway which involves tie-in for this road widening project, signalization of the intersection (signal box, mast arms, etc.) and power pole relocations.

The new pavement section for the road will follow the city's construction standard for major thoroughfares listed in Article 6; Table 6-B for Major Collector: 10" Graded Aggregate Base (GAB); 3" Type 'B' Binder Course; and 1-1/2" Type 'E' or 'F' Topping Course. Tack coat shall be applied to binder course at a rate of no less than 0.05 gallons per square yard prior to installing surface course over the entire road. Curb and Gutter shall be 6"x24"x12" vertical curb made up of Class 'A' concrete and have minimum strength of 3,000 PSI at 28 days.

All new storm pipe along Sanjo Street shall be RCP within the right-of-way. All storm structures will be curb, hood, and grates (CHG) to assist with construction within the limited right-of-way. Contractor to pay special attention to the drawings for temporary construction easements as only some parcels have temporary easements acquired by the city. For those parcels without easements, contractors will need to make every effort not to encroach on private property.

All existing remaining vegetation and trees within the proposed right-of-way is any is the responsibility of the contractor to remove in order to install the proposed road. The drawings may not depict or label all items to be removed. It is the responsibility of the contractor to visit the site and determine the scope of items to be removed.

The Centerline of the road shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter to provide for adequate drainage of the road.

Contractor shall relocate stop signs at McMillan Road and Sanjo Street intersection. Existing temporary Stop Bar striping shall also be removed and permanent thermoplastic striping applied. New four-way stop conditions shall be installed at Maxey Street and Church Street intersections which include new stop signs and stop bars. All intersections (McMillan Road, Maxey Street, and Church Street) shall receive four side traffic rated brick pavers and striping for crosswalks along with sidewalk/handicap ramps as illustrated on the drawings (the brick paver cross walks shall match that being installed at Maple Creek Park and City Core intersection by the City Core Contractor). Thermoplastic Double Yellow Centerline and Stop Bar Striping is required at all intersections

Existing adjacent driveway aprons on north side of Sanjo Street shall be replaced as illustrated on the Drawings. All demolished concrete and asphalt are to be removed and hauled off to an approved waste facility.

Contractor shall include in their Base Bid all costs for adjusting any existing manhole tops, water valves, or other utilities and for all materials needed to raise/lower any tops, valves, or other covers flush with proposed finished surface of 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 *One-Hundred Twenty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

All disturbed existing grass areas are to be permanently stabilized with Sod grassing in kind or Bermuda. Contractor shall water thoroughly as required to keep Sod from dying.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with Gwinnett County for water line work and/or adjustments. 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. Contractor and subcontractors must make a site visit to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, structures, tops, 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 at intersections so that there is a smooth transition.

B. Contractor shall coordinate with the adjacent City Core Contractor for tie-in of items that are present in each contractors scope of work so that the built condition on the southeast side of the road matches the drawings for both projects. The contractor as part of his scope of work shall remove and/or relocate the existing silt fence between the two projects as required. The City Core Contractor will be responsible for removing and/or relocating his construction fencing as required but coordination will be required by both contractors.

C. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's Geotechnical Consultant before proceeding with any work to correct the course of action. The city will have a Geotechnical Engineer on standby to address these situations and to make inspections for compaction and proof rolls. The Geotechnical Engineer will be paid for by the Owner and will qualify and quantify any unsuitable 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.

D. The limits of work for this project are limited to the city's right-of-way and permanent/temporary construction easements acquired on private property in order to perform the scope of work as described in the Contract Documents. Contractors shall minimize disturbance to private property to as little as possible to complete the scope of work for this project.

E. Contractor is responsible for locating 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.

F. Contractor shall visit the Site to determine if any built items need to be removed, reinstalled, or replaced to complete scope of work (i.e., existing fencing). This shall be included in Contractor's overall Bid.

G. All earthwork quantities for grading, storm sewer installation, road improvements, etc. 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.

H. 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.

I. Contractor shall coordinate with Gwinnett County Department of Transportation (GCDOT), Georgia Power Company, and other utility providers for all tie-in's to the intersection improvements project at the Sanjo Street/Harbins Road intersection by GCDOT. All pavement, curb & gutter, and storm drainage shall tie-in properly with the intersection improvements 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 **3:30 PM** local time on **Thursday, January 8, 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 **Friday, January 15, 2026 by 4:00 PM.**

All quantities and measurements are approximate. Contractors shall visit the site to determine their own quantities for bidding this project. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the scope of 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 Federally 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* – "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements 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 *One-Hundred Eighty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

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:

Addendum No.	Date
_____	_____
_____	_____

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

COMPANY:_____

COMPLETE PHYSICAL ADDRESS:_____

REPRESENTATIVE'S SIGNATURE:_____

DATE:_____

TELEPHONE NO.:_____FAX NO.:_____

EMAIL:_____

PRINT AUTHORIZED REPRESENTATIVE'S NAME:_____

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE:

SECTION 00 500

CONTRACT

THIS AGREEMENT, made this_____, day of _____, 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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements 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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" as follows:

The scope of work includes demolition of Sanjo Street which is an existing one-way asphalt road; widening of the road to improve it for two-way traffic; installing new base and pavement section; and installing new storm drainage pipes and structures within the city right-of-way and easements as described in these contract documents and illustrated on the drawings prepared by Bowman Consulting Group. Specifically, Sanjo Street which is approximately 13' +/- wide (width varies) will be demolished to earth subgrade which includes asphalt pavement, base materials, and any additional subgrade earth materials as required to meet the proposed elevations for the new pavement section described in these documents and as illustrated on the drawings. Contractor shall grade and widen the proposed two-way road to 26' wide from back of curb to back of curb.

Alignment of the proposed road is laid out such that it will generally be widened to the southeast side of Sanjo Street towards city owned property for the City Core Project. Contractor will install curb and gutter (C&G) along the approximate line of the north side of existing Sanjo Street edge of pavement and then widen and build new road to the southeast. Right-of-way width will increase from existing 30' right-of-way to proposed 40' right-of-way. Both sides of the proposed road will have new 24" C&G (transition to 30" C&G near GCDOT controlled Harbins Road) as well as new storm drainage pipe and structures to route stormwater to low point in road and tie-into the previously installed storm sewer outfall system draining from the City Core Project site. As the contractor builds the proposed road east towards Harbins Road, the proposed road alignment will jog towards the northeast to align with Tanner Road on the opposite side of Harbins Road. This jog will begin to occur just past 2461 Sanjo Street. The city has acquired 381 Harbins Road where the new alignment jog occurs in order build the road.

The contractor will be required to demolish all items from the city owned 381 Harbins Road parcel which include the existing house, drive and parking areas, trees, etc. that are present on the parcel and in the way of building the new road. Asbestos removal of items within the existing house documented by the city's geotechnical consultant is required by the contractor as part of the demolition scope of work, refer to Geo Hydro Engineers "Report of Pre-Demolition Asbestos Survey and Lead Paint Screen" dated 10-28-2025 located in the appendix of these contract documents.

Coordination with Gwinnett County Department of Transportation (GCDOT), Georgia Power Company, and other utility providers is required as there is an existing intersection improvements project at the Sanjo Street/Harbins Road intersection by GCDOT underway which involves tie-in for this road widening project, signalization of the intersection (signal box, mast arms, etc.) and power pole relocations.

The new pavement section for the road will follow the city's construction standard for major thoroughfares listed in Article 6; Table 6-B for Major Collector: 10" Graded Aggregate Base (GAB); 3" Type 'B' Binder Course; and 1-1/2" Type 'E' or 'F' Topping Course. Tack coat shall be applied to binder course at a rate of no less than 0.05 gallons per square yard prior to installing surface course over the entire road. Curb and Gutter shall be 6"x24"x12" vertical curb made up of Class 'A' concrete and have minimum strength of 3,000 PSI at 28 days.

All new storm pipe along Sanjo Street shall be RCP within the right-of-way. All storm structures will be curb, hood, and grates (CHG) to assist with construction within the limited right-of-way. Contractor to pay special attention to the drawings for temporary construction easements as only some parcels have temporary easements acquired by the city. For those parcels without easements, contractors will need to make every effort not to encroach on private property.

All existing remaining vegetation and trees within the proposed right-of-way is any is the responsibility of the contractor to remove in order to install the proposed road. The drawings may not depict or label all items to be removed. It is the responsibility of the contractor to visit the site and determine the scope of items to be removed.

The Centerline of the road shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter to provide for adequate drainage of the road.

Contractor shall relocate stop signs at McMillan Road and Sanjo Street intersection. Existing temporary Stop Bar striping shall also be removed and permanent thermoplastic striping applied. New four-way stop conditions shall be installed at Maxey Street and Church Street intersections which include new stop signs and stop bars. All intersections (McMillan Road, Maxey Street, and Church Street) shall receive four side traffic rated brick pavers and striping for crosswalks along with sidewalk/handicap ramps as illustrated on the drawings (the brick paver cross walks shall match that being installed at Maple Creek Park and City Core intersection by the City Core Contractor). Thermoplastic Double Yellow Centerline and Stop Bar Striping is required at all intersections

Existing adjacent driveway aprons on north side of Sanjo Street shall be replaced as illustrated on the Drawings. All demolished concrete and asphalt are to be removed and hauled off to an approved waste facility.

Contractor shall include in their Base Bid all costs for adjusting any existing manhole tops, water valves, or other utilities and for all materials needed to raise/lower any tops, valves, or other covers flush with proposed finished surface of 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 *One-Hundred Twenty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

All disturbed existing grass areas are to be permanently stabilized with Sod grassing in kind or Bermuda. Contractor shall water thoroughly as required to keep Sod from dying.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with Gwinnett County for water line work and/or adjustments. 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. Contractor and subcontractors must make a site visit to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, structures, tops, 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 at intersections so that there is a smooth transition.

B. Contractor shall coordinate with the adjacent City Core Contractor for tie-in of items that are present in each contractors scope of work so that the built condition on the southeast side of the road matches the drawings for both projects. The contractor as part of his

scope of work shall remove and/or relocate the existing silt fence between the two projects as required. The City Core Contractor will be responsible for removing and/or relocating his construction fencing as required but coordination will be required by both contractors.

C. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's Geotechnical Consultant before proceeding with any work to correct the course of action. The city will have a Geotechnical Engineer on standby to address these situations and to make inspections for compaction and proof rolls. The Geotechnical Engineer will be paid for by the Owner and will qualify and quantify any unsuitable 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.

D. The limits of work for this project are limited to the city's right-of-way and permanent/temporary construction easements acquired on private property in order to perform the scope of work as described in the Contract Documents. Contractors shall minimize disturbance to private property to as little as possible to complete the scope of work for this project.

E. Contractor is responsible for locating 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.

F. Contractor shall visit the Site to determine if any built items need to be removed, reinstalled, or replaced to complete scope of work (i.e., existing fencing). This shall be included in Contractor's overall Bid.

G. All earthwork quantities for grading, storm sewer installation, road improvements, etc. 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.

H. 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.

I. 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.

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 Owner's Geotechnical Engineering Consultant, 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 **3:30 PM** local time on **Thursday, January 8, 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 **Friday, January 15, 2026 by 4:00 PM.**

All quantities and measurements are approximate. Contractors shall visit the site to determine their own quantities for bidding this project. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the scope of 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 Federally 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* – "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements 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.

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 *One-Hundred Eighty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

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

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

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

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

ATTEST: CITY OF DACULA

_____ By:_____

(City Administrator)

ATTEST: _____
(Seal)

(Contractor)

_____ By:_____

(Witness)

SECTION 00 600

BONDS AND CERTIFICATES

PART 1 - GENERAL

1. BID BOND: A bid bond in the amount of 5% of the base bid shall accompany the bid. The Attorney in-fact who signs the bid bond must file with the bid bond a certified copy of his Power of Attorney to sign such bond.

2. PAYMENT & PERFORMANCE BOND: Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount of 100% of the Contract Sum, unless otherwise directed by the Owner. The surety must be one which is authorized to do business in the State of Georgia and is listed on "Department of the Treasury Circular 570". Bonds must be accompanied by letter stating company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement. It shall be specifically understood that the performance Bond fully protects the Owner and guarantees the completion of the project in accordance with all Bid Documents. After award of contract, submit a properly executed "Performance Bond" and "Labor and Material Payment Bond".

3. CERTIFICATE OF INSURANCE: After award of contract, Contractor shall submit a properly executed "Certificate of Insurance" to Owner.

4. LIST OF SUBCONTRACTORS: After award of contract, but prior to Pre-Construction Conference, submit a properly executed "List of Subcontractors".

End of Section

SECTION 00 700

GENERAL CONDITIONS

PART 1 - GENERAL

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

End of Section

SECTION 00 801

SUPPLEMENTARY CONDITIONS (1997)

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

I. ARTICLE 1 - GENERAL PROVISIONS

A. Add to paragraph 1.1.1: The Drawings and Specifications shall include the Instructions to Bidders, Invitation to Bid, Sample Forms, Contractor's Bid, and all Addenda items relating to Bidding.

B. Add to paragraph 1.1.7: The term "Project Manual" as used in these conditions is the volume which includes the Bidding Drawings and Specifications, the Agreement Between Owner and Contractor, the Conditions of the Contract, the Specifications, and all Addenda issued prior to, and all Modifications issued after execution of Contract.

II. ARTICLE 2 - OWNER

A. Add paragraph 2.1.4: The Owner is the City of Dacula, Georgia. All contact with the Owner shall be made to and through the City Engineer, Kevin D. Whigham, P.E., at 770-963-7451 or kevin.whigham@daculaga.gov. The only other directions the Contractor may respond to are those issued by the City of Dacula Council, Mayor, City Administrator and/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 Engineer, it is evident that the Contractor has not completed or will not be able to substantially complete the work in accordance with Drawings and Specifications due to default, negligence, or failure on the part of the Contractor, or their subcontractors, the Owner may, at his option, without prejudice, after the expiration of the two seven-day written notices to the Contractor, complete certain portions of the work as may be necessary, or augment the forces of the Contractor with additional manpower as may be required to complete the work by the contracted completion date. In such case, an appropriate deductive change order shall be written, deducting from the contract price the actual costs incurred by the Owner to complete or augment the work. Amount charged to the Contractor will be subject to the approval of the Engineer. Such action, if taken by the Owner, shall not be interpreted by the Contractor as a termination of the contract as per Paragraph 14.2, and the Contractor is to continue to carry out the work or portions of the work as may be required by the contract during this time frame.

III. ARTICLE 3 - CONTRACTOR

A. Add paragraph 3.2.4:

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

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

B. Add paragraph 3.2.5:

3.2.5 Items of work not illustrated in the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed,

shall not relieve the Contractor from performing such omitted or mis-described details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

C. Add paragraph 3.2.6 as follows:

3.2.6 MEASUREMENTS AND DIMENSIONS

3.2.6.1 The Contractor shall check and be responsible for correctness of all dimensions by taking measurements at the project site before ordering material or doing work dependent for proper size of installation upon coordination with job conditions.

3.2.6.2 The Contractor shall refer discrepancies between Drawings, Specifications, and Project Conditions to Engineer for adjustment before work affected thereby is begun.

3.2.6.3 No consideration shall be given any claim based on difference between actual dimensions and those illustrated on the drawings without first complying with 3.2.6.2 above.

D. Add paragraph 3.3.8: All grades, lines, levels, and benchmarks for the work under this Contract shall be established and maintained by the Contractor, who shall verify all grades, lines, levels, and dimensions indicated on the Drawings, and shall report all discrepancies before commencing work. The Contractor shall provide and maintain well-built batter boards at corners. He shall establish and safeguard benchmarks in at least two widely separated places. As work progresses, he shall establish and safeguard benchmarks at each level and shall establish exact locations of partitions on rough floors as a guide to trades. Any costs of corrective measure necessitated by erroneous establishment of grades, lines, levels, and benchmarks shall be paid for by the Contractor.

E. Replace paragraph 3.7.1 with the following:

3.7.1 The Owner shall pay for any Permit and/or other jurisdictional fees. The Contractor shall secure and pay for all other governmental permits, fees, licenses and inspections necessary for the proper execution and completion of the work, which are customarily secured after execution of the contract and which are legally required at the time the construction begins.

F. Add paragraph 3.7.6 Required permits, licenses, inspections, and certificates shall be carefully preserved and prominently posted during the construction period at the project for the easy, convenient access by the various inspecting authorities.

G. Add paragraph 3.19 as follows:

3.19 PRE-CONSTRUCTION CONFERENCE

3.19.1 A Pre-Construction Conference shall be held prior to commencement of work. The purpose of this conference is to introduce all members of the construction team to the City and Contractor, which include the City Engineer, Owner's Geotechnical Engineering Consultant, and Civil Engineering Consultant, the Contractor's Project Manager, and the Contractor's Superintendent, and any Contractor Subconsultants to review and ensure all Drawings and Specifications and Submittals are completed and in compliance with all Agreements. In addition, the Contractor shall submit 2 copies of all Post-Bid Information, as described below, for the Owner and Owners' Representative's review.

3.19.2 A schedule of values for each major item of work included in the Contract shall be submitted on schedule of values cost index sheets contract and shall define both labor and materials costs for each. Provide breakdown per divisions and sections per table of contents of these specs. See sample form included in Bid for Lump Sum Contracts.

3.19.3 A statement designating all work to be performed by the Contractor's own forces shall be submitted.

3.19.4 A list of the name of all Sub-Contractors and names of other organizations proposed for each portion of the Work shall be properly executed on "List of Subcontractor's" - and shall be submitted for Owner's and Engineers' review with 24-hour phone numbers.

3.19.5 The Performance Bond shall be properly executed on acceptable forms and submitted in duplicate, as described in Section 00 600 - Bonds and Certificates. Bond rating letter shall be included.

3.19.6 The Labor and Materials Bond shall be properly executed on acceptable forms and submitted in duplicate.

3.19.7 The Certificate for Insurance shall be properly executed on acceptable forms and submitted in duplicate.

3.19.8 A list of the names of all suppliers of principal materials and equipment shall be submitted for Owner's and Engineer's review.

3.19.9 Construction Schedule submitted to Owner within two weeks of award of contract.

3.19.10 A schedule of submittals including certifications, shop drawings, product data,

samples, manuals, as built drawings and guarantees with dates of proposed submittals shall be submitted.

3.19.11 In addition to submittal of the previous items, the following topics will be discussed. The General Contractor is encouraged to have all subcontractors represented at the conference:

3.19.11.1 Introduction of all attending parties

3.19.11.2 Channels and procedures for communication shall be discussed.

3.19.11.3 Requests for substitution are not allowed unless the item is no longer available and 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 Owner and Owner's 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/or Owner's Engineer.

3.19.11.8 Job Progress Meetings shall be held on an as needed basis to review the Contractor's Application(s) for Payment.

3.19.11.9 Applications for Payment shall be issued in accordance with the requirements of Article 9 of the General Conditions of the Contract for Construction and all applicable Supplementary Conditions. All Applications for Payment shall be received by the Engineer no later than the first day of each month and paid by the first Friday following the 15th day of the month. Retainage shall be as described in Supplementary Conditions, paragraphs 9.3.4, 9.6 and 9.6.6. (Retainage shall be 10 percent of the amount earned for the work in place, plus the value of stored materials up to and including 50 percent completion, then 0 percent until final completion, thereby reducing retainage at final completion to 5 percent of the contract amount (including change orders), subject to the approval of the Owner and the Engineer. In other words, at 50 percent project completion, retainage will be 5 percent of the contract amount, plus approved change orders, until final completion is achieved. Retainage for individual subcontractors shall not be released separately as the subcontractors complete their work. Nor shall the retainage for individual subcontractors be reduced when payments beyond 50% of the individual contracts are released. Retainage shall only be reduced based on payments released in excess of 50% of the overall contract sum.

3.19.11.10 Safety precautions and programs shall be as directed by the General Contractor in accordance with the General Conditions in Section 00 700.

3.19.11.11 Requests for time extension shall be issued in accordance with the requirements of the General and Supplementary Conditions, Article 8.

3.19.11.12 Discrepancies and conflicts in the Drawings and Specifications shall be resolved using the order of precedence indicated in the Supplementary Conditions, paragraph 3.2.4.

3.19.11.13 The Date of Substantial Completion shall not be achieved and the Certificate of Substantial Completion shall not be issued prior to receipt of the official Certificate of Occupancy by the General Contractor. This requirement is indicated in Specification Section 01 700, Part 1.1.A. In addition, the Certificate of Substantial Completion shall only be issued in accordance with the requirements of Section 9.8 of the General Conditions of the Contract for Construction.

3.19.11.14 Contract closeout/final payment requirements are indicated in Section 01 700. Piecemeal delivery of final closeout documents and materials is unacceptable.

3.19.11.15 Materials testing and compaction shall be conducted under a separate contract by the Owner. Owner will acquire a Geotechnical Engineer to perform all testing to be approved by and paid for by Owner. The General Contractor shall note that he is responsible for payment of additional testing services, if initial testing services fail. Contractor shall coordinate all testing with the Owner's Geotechnical Engineering Consultant as required.

3.19.11.16 Immediately prior to Substantial Completion, the General Contractor shall prepare a comprehensive list of items to be corrected or completed (a punch list) for the Engineer's review, in accordance with paragraph 9.8.2 of the General Conditions. The Engineer shall then add to or delete items from the list during a Substantial Completion Inspection.

3.19.11.17 Permits, fees, licenses, etc. shall be addressed in accordance with the requirements of General Conditions, paragraph 3.7.1, all applicable Supplementary Conditions, and as follows:

A. All work and material shall be in accordance with the National Electrical Code, the Plumbing Code, and other applicable Federal, State, County, and municipal laws, ordinances, rules and regulations pertaining to construction, and nothing in these plans or specifications shall be construed to permit work not conforming thereto. The Contractor shall consult the Engineer on all deviations regarding possible noncompliance and provide all labor and materials to complete the work as required by laws, ordinances, rules and regulations as directed by the Owner at no increase in cost to the Owner. He shall first confer with the Engineer before making any determinations as to changes in quality, scope and/or increases in cost.

3.19.11.18 Compensation for stored materials shall be as defined in parts 6.2.1, 9.3.2, and 10.2.1.2 of the General Conditions, and as follows:

H. Material delivered for the Contractor to locations other than the site may be taken

into consideration in the preparation of pay requests at the discretion of Engineer, provided the Contractor furnishes satisfactory evidence that he has acquired title to such material that it will be utilized on the project covered by this contract in the form of an affidavit stating such. Contractor must provide proof of acceptable insurance coverage on material stored off-site prior to payment for same as well as invoices for such stored materials indicating transfer of the property to the Owner.

IV. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

A. Add to paragraph 4.1.1: The Engineer referred to in the Contract, the General Conditions, Supplementary Conditions, or other documents of the Contract shall mean the "Dacula City Engineer", Kevin D. Whigham, P.E. located at 442 Harbins Road, Dacula, GA 30019. 770-963-7451 or kevin.whigham@daculaga.gov.

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 reviewed and signed for by the Owner.

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

VI. ARTICLE 8 - TIME

A. Add sub-paragraph 8.1.5:

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

B. Add paragraph 8.2.4

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

C. Add sub-paragraph 8.2.5

8.2.5 When requested by the Engineer, the Contractor shall furnish reports as are reasonably desirable as to the progress, condition of the job and anticipated

schedule of completing the various phases of the work.

D. Add paragraph 8.4 - Rain Days

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

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

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

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

VII. ARTICLE 9 - PAYMENTS AND COMPLETION

A. Add paragraph 9.2.2:

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

B. Add paragraph 9.2.3:

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

C. Delete paragraph 9.3.1 entirely and add paragraph 9.3.1:

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

D. Add to the end of subparagraph 9.3.2:

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

E. Add new sub-paragraph 9.3.4 as follows:

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

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

G. Add paragraph 9.5.1.9:

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

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

I. Add new sub-paragraph 9.6.6 as follows:

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

a. The work is not behind schedule as determined, by the Engineer only, from the Engineer accepted, time scaled CPM schedule with monthly anticipated progress payment amounts submitted at, or before, the Pre-construction meeting;

b. The work is being performed in a satisfactory manner in compliance with the Drawings and Specifications as determined by the Engineer;

c. There are no outstanding claims or liens on the property;

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

a. The percentage of work complete falls behind the percentage required by the Engineer accepted, time scaled construction progress schedule, as described in Item 9.6.6.1.a. by as much as 10%; or

b. The work is being performed in an unsatisfactory manner and/or non-compliant with the Drawings and Specifications as determined by the Engineer; or

c. There are outstanding claims or liens on the property.

9.6.6.3 In which event or events, the Owner shall reinstate the 10% retainage on all periodical payments to be paid while one or more of the events continue to exist. The Contractor shall be given written notice, by the Engineer, of the reinstatement of the retainage. If the Contractor's actual progress becomes more than 10% behind the Contractor's anticipated progress, as described in Item 9.6.6.1.a., the Engineer may direct the withholding of payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.

9.6.6.4 If the Contractor recovers all lost time and puts the work back on schedule (0% behind schedule) per schedule described in 9.6.6.1.a and remedies all breaches of 9.6.6.2.b. and 9.6.6.2.c. further payments shall be as described in 9.6.6.2; unless Items 9.6.6.1.a. or 9.6.6.2.b. and 9.6.6.2.c. recur in which event or events the Owner shall reinstate Item 9.6.6.3.

J. In paragraph 9.7.1, in the first delete "within seven days" and add "by the eighth day of the month"; in the fourth line delete "within seven days after the date established in the Drawings and Specifications" and add "as described in paragraph 9-6-1".

K. Add paragraph 9.9.4:

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

L. Add paragraph 9.10.6:

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

M. Add paragraph 9.10.7:

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

N. Add paragraph 9.10.8:

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

O. Add paragraph 9.11

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

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

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

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the Drawings and Specifications, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the Owner's discretion such materials and equipment suitably stored, insured and protected off-site at a location approved by the Engineer when allowed by the Drawings and Specifications, less retainage; and
1. Retainage to a maximum of 10 percent of each progress payment; provided, however, that when 50 percent of the contract value, including change orders and other additions to the contract value provided for by the Drawings and Specifications is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Engineer, the Owner shall withhold no more retainage. At the discretion of the owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
2. If, after discontinuing the retention, the owner's authorized contract

representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

3. At substantial completion of the work or such other standard of completion as may be provided in the Drawings and Specifications and as the Owner's Representative determines the work to be reasonably satisfactory, the Owner shall within 30 days after invoice and other appropriate documentation as may be required by the Drawings and Specifications are provided pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Engineer shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.
4. The Contractor shall, within ten days from the contractor's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals 50 percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Contractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
5. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor, provided that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.

C. This Code section shall not apply to:

1. Any contracts let by the Department of Transportation of this state for the construction, improvement, or maintenance of roads or highways in this state or purposes incidental thereto; or
2. Any contracts whose value or duration at the time of the award does not exceed $150,000.00 or 45 days in duration.

D. Contract and subcontract provisions inconsistent with the benefits extended to contractors, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contract or subcontract provisions allowing greater benefits to be extended to such contractors, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only.

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

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

F. Add to paragraph above, paragraph B.,1.,a): Conditions for the reduction of retainage from 10 percent to no retainage are:

1. The work is not behind schedule as determined by the Engineer, and the Engineer approved, time scaled CPM schedule with monthly anticipated progress payment amounts submitted at or before the Pre-construction meeting;
2. The work is being performed in a satisfactory manner in compliance with the Drawings and Specifications as determined by the Engineer;
3. There are no outstanding claims or liens on the property. Contractor shall submit, with pay request, a lien release form for each subcontractor requesting payments these lien release forms shall be properly notarized.
4. Further payments, with total compliance of B.1, B.2 and B.3 shall be made in the amount of 100% of the value of the labor and/or materials incorporated in the work and of materials suitably stored at the site thereof unless:
    a. The percentage of work complete falls behind the percentage required by the construction progress schedule, as described in B.1 by as much as 10%; or
    b. The work is being performed in an unsatisfactory manner and/or

non-compliant with the Drawings and Specifications as determined by the Engineer; or

c. There are outstanding claims or liens on the property.

d. In which event or events, the Owner shall reinstate the 10% retainage on all periodical payments to be paid while one or more of the events continue to exist. The Contractor shall be given written notice, by the Engineer, of the reinstatement of the retainage. If the Contractor's actual progress becomes more than 10% behind the Contractor's anticipated progress, as described in Item 9.6.6.1.a. the Engineer may direct the withholding of payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.

5. If the Contractor recovers all lost time and puts the work back on schedule (0% behind schedule) per schedule described in 9.6.6.1.a. and remedies all breaches of 9.6.6.2.b and 9.6.6.2.c further payments shall be as described in 9.6.6.2; unless Items 9.6.6.1.a or 9.6.6.2.b and 9.6.6.2.c recur in which event or events the Owner shall reinstate Item 9.6.6.3.

VIII. ARTICLE 11 - INSURANCE AND BONDS

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

11.1.2. The insurance required by paragraph 11.1.1 shall be written for not less than any limits of liability listed below or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under paragraph 3.18. The Contractor agrees that, prior to the beginning of any work by the Contractor or any Subcontractor, as the case may be, he (the Contractor) will furnish the following to the Owner for himself, and will obtain, and retain in his files for the duration of the construction period, like certificates for each Subcontractor. Certificate from insurance company showing coverage of Workmen's Compensation Insurance for the State of Georgia or a certificate from Georgia Workmen's Compensation Board showing proof of ability to pay compensation directly. Certificate from insurance company showing coverage for the Contractor for the following:

1. Contractor's Protective and Public Liability Insurance: Taken out in the name of the Contractor.
2. Personal Injury, including death - minimum limits of $500,000 for each person and $1,000,000 for each accident.
3. Property Damage, minimum limits of $300,000 for each accident and $500,000 for aggregated of operations.
4. Disposition: Certificate of Insurance must be sent to Engineer prior to

commencement of work. See following for endorsement required on this certificate.

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

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

C. Add paragraph 11.1.1.8:

11.1.1.8 Liability insurance shall include all major divisions of coverage and shall be on a comprehensive form including:

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

D. Delete paragraph 11.2 in its entirety.

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

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

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

11.4.1 Contractor shall furnish both a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Sum, unless otherwise directed by the Engineer. Contractor shall also provide both Performance Bond and Payment Bond for his major subcontractors, including HVAC,

electrical, plumbing, roofing, and sprinkler. The sureties must be authorized to do business in the State of Georgia and listed on "Department of the Treasury Circular 570". In addition, companies furnishing bonds shall have an A.M. Best Company rating of at least a Class "A" with a financial size of VI or better. Bonds must be accompanied by letter stating company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

IX ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. Delete paragraph 13.5.3 entirely and replace as follows:

13.5.3

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

End of Section

SECTION 00 802

NOTICE OF COMMENCEMENT

Public Works

To: Clerk of Superior Court of Gwinnett County, Georgia

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

1. _____

2. "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements 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.

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
"2025 CDBG FOR CITY OF DACULA
SANJO STREET WIDENING, PAVING, DRAINAGE,
AND SIDEWALK IMPROVEMENTS 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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements 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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" as follows:

The scope of work includes demolition of Sanjo Street which is an existing one-way asphalt road; widening of the road to improve it for two-way traffic; installing new base and pavement section; and installing new storm drainage pipes and structures within the city right-of-way and easements as described in these contract documents and illustrated on the drawings prepared by Bowman Consulting Group. Specifically, Sanjo Street which is approximately 13' +/- wide (width varies) will be demolished to earth subgrade which includes asphalt pavement, base materials, and any additional subgrade earth materials as required to meet the proposed elevations for the new pavement section described in these documents and as illustrated on the drawings. Contractor shall grade and widen the proposed two-way road to 26' wide from back of curb to back of curb.

Alignment of the proposed road is laid out such that it will generally be widened to the southeast side of Sanjo Street towards city owned property for the City Core Project. Contractor will install curb and gutter (C&G) along the approximate line of the north side of existing Sanjo Street edge of pavement and then widen and build new road to the southeast. Right-of-way width will increase from existing 30' right-of-way to proposed 40' right-of-way. Both sides of the proposed road will have new 24" C&G (transition to 30" C&G near GCDOT controlled Harbins Road) as well as new storm drainage pipe and structures to route stormwater to low point in road and tie-into the previously installed storm sewer outfall system draining from the City Core Project site. As

the contractor builds the proposed road east towards Harbins Road, the proposed road alignment will jog towards the northeast to align with Tanner Road on the opposite side of Harbins Road. This jog will begin to occur just past 2461 Sanjo Street. The city has acquired 381 Harbins Road where the new alignment jog occurs in order build the road.

The contractor will be required to demolish all items from the city owned 381 Harbins Road parcel which include the existing house, drive and parking areas, trees, etc. that are present on the parcel and in the way of building the new road. Asbestos removal of items within the existing house documented by the city's geotechnical consultant is required by the contractor as part of the demolition scope of work, refer to Geo Hydro Engineers "Report of Pre-Demolition Asbestos Survey and Lead Paint Screen" dated 10-28-2025 located in the appendix of these contract documents.

Coordination with Gwinnett County Department of Transportation (GCDOT), Georgia Power Company, and other utility providers is required as there is an existing intersection improvements project at the Sanjo Street/Harbins Road intersection by GCDOT underway which involves tie-in for this road widening project, signalization of the intersection (signal box, mast arms, etc.) and power pole relocations.

The new pavement section for the road will follow the city's construction standard for major thoroughfares listed in Article 6; Table 6-B for Major Collector: 10" Graded Aggregate Base (GAB); 3" Type 'B' Binder Course; and 1-1/2" Type 'E' or 'F' Topping Course. Tack coat shall be applied to binder course at a rate of no less than 0.05 gallons per square yard prior to installing surface course over the entire road. Curb and Gutter shall be 6"x24"x12" vertical curb made up of Class 'A' concrete and have minimum strength of 3,000 PSI at 28 days.

All new storm pipe along Sanjo Street shall be RCP within the right-of-way. All storm structures will be curb, hood, and grates (CHG) to assist with construction within the limited right-of-way. Contractor to pay special attention to the drawings for temporary construction easements as only some parcels have temporary easements acquired by the city. For those parcels without easements, contractors will need to make every effort not to encroach on private property.

All existing remaining vegetation and trees within the proposed right-of-way is any is the responsibility of the contractor to remove in order to install the proposed road. The drawings may not depict or label all items to be removed. It is the responsibility of the contractor to visit the site and determine the scope of items to be removed.

The Centerline of the road shall be built up to create a positive crown in roadway sloping out to edge of pavement and gutter to provide for adequate drainage of the road.

Contractor shall relocate stop signs at McMillan Road and Sanjo Street intersection. Existing temporary Stop Bar striping shall also be removed and permanent thermoplastic striping applied. New four-way stop conditions shall be installed at Maxey Street and Church Street intersections which include new stop signs and stop bars. All intersections (McMillan Road, Maxey Street, and Church Street) shall receive four side traffic rated brick pavers and striping for crosswalks along with sidewalk/handicap ramps as illustrated on the drawings (the brick paver cross walks shall match that being installed at Maple Creek Park and City Core intersection by the City Core Contractor). Thermoplastic Double Yellow Centerline and Stop Bar Striping is required at all intersections

Existing adjacent driveway aprons on north side of Sanjo Street shall be replaced as illustrated on the Drawings. All demolished concrete and asphalt are to be removed and hauled off to an approved waste facility.

Contractor shall include in their Base Bid all costs for adjusting any existing manhole tops, water valves, or other utilities and for all materials needed to raise/lower any tops, valves, or other covers flush with proposed finished surface of 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 *One-Hundred Twenty (180) consecutive calendar days* from the "Notice to Proceed" to finish and complete 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. 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.

All disturbed existing grass areas are to be permanently stabilized with Sod grassing in kind or Bermuda. Contractor shall water thoroughly as required to keep Sod from dying.

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. The Contractor must be an approved Contractor with Gwinnett County for water line work and/or adjustments. 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. Contractor and subcontractors must make a site visit to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, structures, tops, 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 at intersections so that there is a smooth transition.

B. Contractor shall coordinate with the adjacent City Core Contractor for tie-in of items that are present in each contractors scope of work so that the built condition on the southeast side of the road matches the drawings for both projects. The contractor as part of his scope of work shall remove and/or relocate the existing silt fence between the two projects as required. The City Core Contractor will be responsible for removing and/or relocating his construction fencing as required but coordination will be required by both contractors.

C. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's Geotechnical Consultant before proceeding with any work to correct the course of action. The city will have a Geotechnical Engineer on standby to address these situations and to make inspections for compaction and proof rolls. The Geotechnical Engineer will be paid for by the Owner and will qualify and quantify any unsuitable 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.

D. The limits of work for this project are limited to the city's right-of-way and permanent/temporary construction easements acquired on private property in order to perform the scope of work as described in the Contract Documents. Contractors shall minimize disturbance to private property to as little as possible to complete the scope of work for this project.

E. Contractor is responsible for locating 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.

F. Contractor shall visit the Site to determine if any built items need to be removed, reinstalled, or replaced to complete scope of work (i.e., existing fencing). This shall be included in Contractor's overall Bid.

G. All earthwork quantities for grading, storm sewer installation, road improvements, etc. 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.

H. 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.

I. 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.

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 preparing all proposed and maintaining all existing pavement alignments, grades, elevations and cross sections as illustrated on the drawings and represented by existing roadway conditions if to remain.

C. Submittals shall be in accordance with the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges and shall include aggregate source, gradation, soundness loss, percentage of wear, and other tests required by the DOT.

D. Contractor shall submit a Job-Mix Formula per the requirements of the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges. Paving specifications as described below in Part 3.1 item J shall be used.

E. Paving equipment, weather limitations, Job-Mix Formula, mixing, construction methods, compaction, finishing, tolerances, and protection shall conform to the requirements of the appropriate sections of the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges for the type of materials specified.

F. Contractor to ensure that stormwater will not pond in roadway, driveways, or on adjacent shoulders or landscaped areas.

G. After demolition and removal of the existing pavement and base materials, if required, the earth sub-grade shall be proof-rolled in the presence of the Owner and/or Owner's Geotechnical Engineering Consultant 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 amended, replaced, and/or re-compacted as required by the Owner's Geotechnical Engineering Consultant.

Proof-rolling:

1. After demolition operations, the Project area shall be proof-rolled in the presence of the Owner's Geotechnical Engineering Consultant. The Geotechnical Engineer will be selected and paid for by the Owner for this project to perform the geotechnical and materials testing services for the project.

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 Geotechnical Engineering Consultant.

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.

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.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ ENGINEER
☐

FROM CONTRACTOR:

VIA ENGINEER:

CONTRACT DATE:

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

SECTION 01 400

QUALITY CONTROL

PART 1 - GENERAL

1.1 ON SITE OBSERVATIONS

A. All work and materials shall be subject to review by Owner's Representative's and Owner.

B. Contractor shall fully cooperate and shall furnish all reasonable facilities for the inspections of all parts of the work during the entire construction period.

1.2 TESTING SERVICES

A. All materials upon which the strength and durability of the work may depend, shall be subject to inspection and testing to establish conformance with City of Dacula, Gwinnett County D.O.T. and Georgia D.O.T. Standards. Contractor shall submit Asphalt Pavement Job Mix Formulas to Owner and Owner's Representative for review prior to installation of paving courses.

B. The Owner's Geotechnical Engineering Consultant will be selected, approved, and paid for by the Owner, to perform geotechnical and materials testing services for the project. Proof roll testing and unforeseen subgrade issues will be inspected and tested by the Owner's Geotechnical Engineering Consultant. Contractor will follow the recommendations of the Geotechnical Engineer and provide change order for review and approval by the Owner prior to commencement of any work not within the contract documents.

C. It is the responsibility of the Contractor to implement the services of the Owner's Geotechnical Engineering Consultant 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 the contractor and paid for by the Owner. Operations shall 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. Owner's Geotechnical Engineering Consultant shall monitor subgrade demolition/preparation and shall observe all compaction, proof rolling, paving operations, and concrete pouring for curb & gutter. Contractor shall notify Owner and Owner's Geotechnical Engineering Consultant at least 24 hours in advance of any proof rolling, paving and/or concrete pouring operations.

B. Proof rolling:
   1. All proposed paved asphalt areas for the new roadway shall be proof rolled as directed by the Owner. If problems are encountered, it will be the Contractor's responsibility to coordinate with the Owner's Geotechnical Engineering Consultant.
   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 Geotechnical Engineering Consultant 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 or as directed by the Owner's Geotechnical Engineering Consultant. Areas shall be compacted 95% Standard Proctor with the top twelve (12") inches compacted to 98% Standard Proctor Density or as specified by the Owner's Geotechnical Engineering Consultant.

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 Geotechnical Engineering Consultant again prior to the placement of those finished surfaces. The purpose of this final review is to preclude deterioration of the required conditions from continuing construction, water, or similar causes.

1.4 CODE COMPLIANCE TESTING

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

the Contract Documents.

1.5 CONTRACTOR'S CONVENIENCE TESTING

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

End of Section

SECTION 01 500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1. SCOPE

   A. Construction facilities and temporary controls required for this work to be provided by Contractor, include, but are not necessarily limited to:
      1. Traffic control signs, barrels, barricades where needed.
      2. Parking of construction equipment and storage of materials.
      3. Parking of construction personnel vehicles.

2. PROTECTION

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

3. REPLACEMENTS

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

4. UTILITY HOOKUP

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

PART 2 - PRODUCTS

1. CONTRACTOR'S STAGING AREA

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

2. TEMPORARY UTILITIES

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

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

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

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

3. SANITARY FACILITIES

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

4. TEMPORARY CONSTRUCTION, EQUIPMENT, AND PROTECTION
A. Provide, maintain, and remove upon completion of work, all temporary equipment, barricades, lights, and all other protective structures or devices necessary for safety of workers and public property as required to complete all work of this contract.

B. Provide all necessary protection and all barricades conforming to the standards of O.S.H.A. and requirements of Gwinnett County and City of Dacula.

C. Contractor shall provide all measures necessary to protect equipment and materials at his own expense.

D. Protect all workers and equipment from power lines and maintain safe distances and protective devices as required by Industrial Safety Commission.

E. All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of City, County, State and other authorities having jurisdiction, including owner's and contractor's insurance companies, with regards to safety precautions, operation, and fire hazard.

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

5. PARKING OF VEHICLES

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

PART 3 - EXECUTION

1. MAINTENANCE AND REMOVAL OF FACILITIES

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

End of Section

SECTION 01 630

PRIOR APPROVALS AND SUBSTITUTIONS

PART 1 - GENERAL

1. PRODUCTS

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

2. REQUESTS FOR PRIOR APPROVAL

A. During bidding, the Owner 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 required to be accepted by the Consultant Civil Engineer and approved by Owner, such acceptance shall be set forth in an addendum. Bidders shall not rely upon accepted prior approvals made in any other manner.

3. SUBSTITUTIONS

A. After receipt of Bids and prior to award of Contract, substitutions may be negotiated. However, Contractor shall be required to provide a substitution form for any change to the original bid documents before it will be incorporated into the contract documents.

B. After the date of the Contract, Engineer may consider formal requests from Contractor for substitution of products in lieu of those specified. Requests shall be submitted in accordance with the preceding requirements. One or more of the following conditions must also be documented as reason for substitution.
   1. The substitution is required for compliance with code requirements.
   2. The substitution is required because of the unavailability of the specified product.

3. The substitution is required since new information discloses the specified products will not perform properly or fit into the designated space.
4. The substitution is required since the manufacturer or fabricator refuses to certify or guarantee performance of the specified product as required.
5. The substitution is required since it is clear, in the judgment of the Engineer, that a substitution would be substantially in Owner's best interests in terms of cost, time and/or other considerations.

C. With each request for substitution Contractor shall include the following:
1. Complete data substantiating compliance of proposed substitution with contract documents including:

a. Product identification, including manufacturer's name and address.
b. Manufacturer's literature, including product description, performance and test data, and reference standards.
c. Name and address of similar projects on which product was used and date of installation.
2. Itemized comparison of proposed substitution with product or method specified, noting any variance from the specified product which may result in inferior appearance, performance, or installation complication.
3. Information relating to changes in construction schedule.
4. For requests submitted after bids are received, accurate cost data on proposed substitution in comparison with product or method specified, including any adjustment to the contract sum that will be provided if the substitution is accepted.

D. In submitting requests for substitution, Contractor shall make the following personal representations:
1. Contractor has investigated proposed product and has determined that it is equal or superior in all respects to the specified product.
2. Contractor will provide an equal or better guarantee for proposed substitution as compared to the product specified.
3. Contractor will coordinate installation of accepted proposed substitution into the project, making any such changes as may be required for the project to be completed in accordance with the Contract Documents.
4. Contractor waives all claims for additional costs related to proposed substitution which became apparent during or following substitution submittal process.
5. Cost comparison data is complete and includes all related costs under the contract, but does not include:
a. Cost under separate contracts.
b. Engineer's/Consultant's redesign fee.
6. The proposed substitution satisfies Code Official's interpretations of all applicable codes.

E. Substitutions shall not be considered if:

1. They are indicated or implied on shop drawings or product data submittals without a formal request submitted in accordance with this Article.
2. Acceptance will require substantial revision of contract documents.

REQUEST FOR PRIOR APPROVAL

PROJECT: _____ DATE SUBMITTED: _____

CONTRACTOR: _____ BID DATE: _____

SUBCONTRACTOR: _____ SUPPLIER: _____

SPEC SECTION: _____ PARAGRAPH: _____ TITLE: _____

PRODUCT SPECIFIED	PAGE NO.	PRIOR APPROVAL PRODUCT
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10._____	_____	_____

1. The following required information is attached:

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

2. Comparison of proposed substitute product with specified product:

   A. Differences: _____

   B. Effect on dimensions or other trades: _____

3. Comments: _____

BY : _____

REQUEST FOR SUBSTITUTION AFTER BID

PROJECT: _____ DATE SUBMITTED: _____

CONTRACTOR: _____ BID DATE: _____

SUBCONTRACTOR: _____ 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 shall issue the Certificate of Substantial Completion when they have 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 for review and approval. 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 the Owner and Owner's Consultant Civil Engineer prior to date of final completion. All close-out documents shall be submitted to Owner and Owner's Consultant Civil Engineer 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 the Owner and Owner's Consultant Civil Engineer 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 and Owner's Consultant Civil Engineer.
   1. Owner and Owner's Consultant Civil Engineer 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 the Owner and Owner's Consultant Civil Engineer, 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 the Owner and Owner's Consultant Civil Engineer 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: "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project"

LOCATION: Sanjo Street in 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:

_____

PROJECT: "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project"

LOCATION: Sanjo Stret in 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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated November 21, 2025.

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)

_____

(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 "2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated November 21, 2025.

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)

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 Date
(Contractor Name)

_____
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 Date
(Subcontractor Name)

_____
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).

SECTION 02 050

DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

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

1.2 PROJECT CONDITIONS

A. Traffic
1. Conduct demolition operations and removal of debris to ensure minimum interference with roads, driveways, walks and other adjacent occupied or used facilities.
2. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the governing authorities and Owner.
3. One (1) lane of traffic on all streets indicated for asphalt repaving must stay open at all times as required by Owner.

B. Use of explosives will not be permitted.

C. Promptly repair damages caused to items to remain by demolition operations at no additional cost to Owner (i.e. curb & gutter, utilities, etc.).

1.2 POLLUTION CONTROLS

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

PART 2 - PRODUCTS

2.1 MATERIALS TO BE REUSED

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

B. Mailbox relocation requires replacement of mailbox post by the Contractor.

C. Damaged materials shall be repaired or replaced at no cost to Owner.

2.2 MATERIALS TO BE REMOVED

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

PART 3 - EXECUTION

3.1 EXTERIOR DEMOLITION

A. Coordinate interruption of utility service with utility companies. Obtain required approvals; comply with utility company regulations and building code requirements.

B. Owner assumes no responsibility for actual condition of existing structures.

C. Demolish and/or remove asphalt pavement and any below-grade construction interfering with new construction.

D. Fill all voids below grade caused by demolition of structures, or below-grade construction.

E. Do not interrupt utility service to existing adjacent occupied facilities except as required and approved by the Public Utility Company and Owner.

3.3 PROTECTION

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

End of Section

SECTION 02 200

EARTHWORK

PART 1 - GENERAL

1.1 SCOPE

A. Earthwork and fill operations required for any roll curb & gutter replacement, sidewalk installation, road extension/widening, minor grading of property owner's yard for positive drainage, and asphalt pavement subgrade issues that may arise or as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings. All other earthwork and fill operations underneath pavement are only required if other subgrade issues arise during repaving. This Earthwork Specification shall be utilized by the Contractor. Furnish all labor, materials, equipment and incidentals required to perform all excavation, backfill, fill and grading if required for completion of the work.

B. Notify free underground utility locator service at 1-800-282-7411 prior to any excavations.

C. Work may include but is not limited to (only if an unforeseen issue arises):
1. Clearing and Grubbing:
a) Clearing and Earthwork equipment operations if required are limited to areas described in the scope of work and/or Performance Specification.
b) Do not disturb the existing terrain or existing vegetation outside the designated work area(s).
c) All debris from clearing and/or grading operations (cleared vegetative matter, trees, root systems, remnant chipped material, stumps, etc.) shall be removed from the site, unless specifically directed otherwise by the Owner.
2. Cutting, filling and backfilling.
3. Rough and Finish grading to complete the asphalt replacement and repaving operations.
4. Furnish, place and compact any additional material necessary to maintain existing grades and drainage patterns of existing roadway.
5. Excavation, removal and replacement of unsuitable soil materials as described herein.
6. Rock removal as described herein.

D. By submittal of his bid, Contractor certifies that all means, methods, labor, equipment and materials to complete the satisfactory construction of the Project is included in the contract sum of his bid.

1.2 PROJECT CONDITIONS

A. Contractor shall visit the site and thoroughly familiarize himself with all existing conditions prior to formulating his Bid.

B. Contractor may, at his own expense and prior to bidding, make any soils or other geotechnical investigations he may deem necessary. Obtain authorization of Owner, prior to commencement of boring or subsurface investigations.

C. Survey existing grades and lay out grade stakes for if necessary to replace and repave roadway and maintain existing grades and drainage patterns. Utilize a Registered Land Surveyor currently registered to practice land surveying in the State of Georgia.

D. Upon becoming aware of suspected unsuitable subsurface conditions, promptly notify the Owner and the Owner's Representative to permit verification of the conditions by an Contractor engaged Testing Agency or Owner'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 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 exist, the more stringent requirements shall apply.

B. Employ a Georgia Registered Engineer or Georgia Registered Land Surveyor experienced in reading Architectural and Engineering drawings, using measuring devices and tape, and skilled in the use of surveying equipment necessary to perform layout, survey, establish benchmarks and monumentation of all work required.

C. Earthwork monitoring and testing shall be performed by a Georgia Registered Geotechnical Engineer, selected by the Contractor and paid for and approved by Owner.

D. Excavation, backfilling and compaction shall comply with the following Reference Standard Designations by the American Society for Testing Materials (ASTM), or as otherwise noted on Drawings.
   1. ASTM C136-76 - Sieve or Screen Analysis of Fine and Coarse Aggregates
   2. ASTM D1556-64 (1974) - Density of Soil in Place by the Sand-Cone Method
   3. ASTM D698 - Standard Proctor Compaction Test
   4. ASTM D2167 (1972) Density of Soil in Place by the Rubber Balloon method
   5. ASTM D2487-69 (1975) - Classification of Soils for Engineering Purposes
   6. ASTM D2922-78 - Density of Soil and Soil Aggregate in Place by Nuclear Methods
   7. ASTM D2937-71 - Density of the Soil in Place by the Drive- Cylinder Method

1.4 NOTIFICATION

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

B. Contractor shall notify all Utilities Companies in ample time for necessary measures to be taken to prevent interruption of service when utility lines which are to be removed, relocated and/or disconnected are encountered.

C. Contact the Utility Protection Center at 1-800-282-7411 not less than three (3) working days prior to any grading operations.

1.5 SUBMITTALS

A. Submit detailed Shop Drawings and schematic diagrams as necessary to graphically describe all Shoring and Bracing procedures, if any. Include calculations and schedules. Illustrate sequencing of all Shoring and Bracing.

B. Contractor shall submit a detailed time schedule of all Earthwork operations to the Owner's Representative for review prior to commencing work, if any.

C. In the event that the Contractor contemplates deviation(s) from the earthwork design concept for any reason, the deviation(s) shall be represented by submittal of detailed shop drawings which clearly illustrates the intent and scope of said deviation(s) for review and approval prior to proceeding with same.

PART 2 - PRODUCTS

2.1 TOPSOIL

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

2.2 UNSUITABLE SOIL

A. Unsuitable soil materials consists of soil materials not capable of being compacted to density required; rock material, as defined in Paragraph 2.09 of this Section, larger than three inch (3"), debris and organic material including muck, which is a wet organic material which cannot support a light crawler tractor type of equipment and requires removal by power shovels or draglines; or material otherwise identified and designated as unsuitable by Owner's Geotechnical Engineer.

B. Non-organic materials are considered 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 Owner's Geotechnical Engineer, shall be spread and permitted to dry in an area to be designated by Owner. Contractor shall assist drying by discing, harrowing or pulverizing until the soil moisture content is reduced to the specified value.

D. Only excavation of soils, which is wet due to concealed condition, including, but not limited to underground springs, high water table and leaking pipes, shall be addressed as a potential additive change order. Suitable materials which are wet due to precipitation as determined by Owner'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 Owner'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, Owner's 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.
4. Soil should exhibit a plasticity index of less than 30 and a dry unit weight of at least 90 pcf.

E. Residual material to be used as fill material shall be tested and approved by Owner'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 Owner's Geotechnical Engineer to determine their Standard Proctor.

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

2.4 GRAVEL

A. All stone for Gravel Fill shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.

B. Gravel fill shall consist of sound, durable rock, free from injurious amounts of coatings of any kind and shall be graded so 100% passes the 1-½" sieve, 95-100% passes the 1"sieve, 25-60% passes the ½" sieve, 0-10% passes the No.4 sieve and 0-5% passes the No.8 sieve.

2.5 CRUSHED STONE (CRUSHER RUN)

A. All stone for Crushed Stone shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.

B. Crushed stone shall consist of sound durable particles of crusher run rock, 100% passing a two inch sieve, 97-100% passing a 1 inch sieve, 60-95% passing a 1/2 inch sieve, 25-50% passing a No. 10 sieve, 10-35% passing a No. 60 sieve, and not more than 7-15% passing a No. 200 sieve and free from unsuitable materials.

2.6 GRANULAR BEDDING

A. All stone for Granular Bedding shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.

B. Granular bedding and backfill material shall consist of a granular soil, sand, chert, crushed stone or mixture of these, all of which passes a 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:

1. 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.
2. 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.

3. 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

B. 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 Owner's Geotechnical Engineer and verified by Owner's Representative.

C. In the event that a claim by Contractor has been made to the existence of "Rock", "Unsuitable Soils" or otherwise "Unsuitable Materials", the Owner's 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 Owner'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-lpf 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 include 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 Owner’s 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 Owner’s

Geotechnical Engineer. Contractor, unless otherwise directed by the 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 Owner 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 Owner'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. Owner'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 Owner'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, Owner's Geotechnical Engineer and Owner's Representative shall be notified and will inspect conditions. If materials and conditions are not satisfactory to Owner's Geotechnical

Engineer and Owner's Representative, Owner'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. Owner'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 Owner'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 Owner'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 deeper upon written authorization and paid for as additional work in accordance with Contract Conditions.

J. If excavations are 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 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 Owner's Geotechnical Engineer and Owner's Representative when footing excavations are complete. Owner's 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 Owner's Geotechnical Engineer and Owner's Representative and receive written instructions prior to excavations. Measure and estimate extent of rock to be excavated. Owner'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 Owner'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 Owner'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.

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. 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.

K. Form depressions for hubs and similar joints only in size as required for making joint.

L. In areas of rock excavation, and where needed in other areas, provide crushed stone bedding for all pipes.

M. Provide bedding over the full width of excavation to a minimum depth of six inches (6") under pipe.

N. 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.

O. 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%).

P. 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 Owner’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.

Q. 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.

R. 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.

S. Do not over-excavate. If specified trench widths are exceeded, Contractor shall adhere to Section 3.6 H. Owner's Geotechnical Engineer and Owner's Representative may require installation of stronger pipe or special installation procedures at no additional cost to Owner.

T. Water line trenches shall be excavated to avoid high points requiring the installation of vacuum and relief valves below the frost line.

U. Cutting and removing existing pavements where required shall be done in neat lines and in accordance with 3.6.3 A of this Section.

V. Do not backfill over utility lines which have not passed required testing or inspections including the Owner'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.

W. Contractor is to continue to backfill all trenches with suitable fill material in 6 inch lifts immediately after the pipe is laid or bedded as described in items 3.6 I, J and K above using suitable soils and adhering to the backfilled requirements of paved or unpaved areas. Compact trench backfill with portable compaction equipment.

X. 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).

Y. 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 Owner's Geotechnical Engineer and continue such maintenance until pavement placement is authorized by Owner's Geotechnical Engineer and Owner's Representative.

Z. 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.

AA. 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.

BB. 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. Owner'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 Gwinnett County Standards.
2. For concrete pipe (RCP) for storm water drainage systems 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. Owner’s Geotechnical Engineer inspection of subgrade.
2. Inspections, testing and regrade 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. 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 Owner'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 Owner's Geotechnical Engineer's recommendations)
1. Remove vegetation, top soil, debris, unsuitable soil materials, obstructions and deleterious materials from ground surface prior to placement of fill. Break up (and periodically cut benches into) sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
2. Surfaces to receive fill material shall be inspected and approved by Owner'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. Owner'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 Owner'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 longer 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 Owner'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.

Contractor shall verify the bearing capacity prior to placing footings. If tests indicate less than assumed capacity, receive instructions from Owner.

3.15 FINISH GRADING

A. Finish grade disturbed areas, with a minimum 4" depth of topsoil, in smooth, uniformly leveled, crowned, or contoured slopes between all new elevation surface points to existing, undisturbed grade elevations.

B. Grade areas adjacent to buildings for positive drainage to storm drainage structures and prevent ponding. Finish grades shall be within one tenth of a foot (0.1') of indicated elevations.

C. Drawings indicate the levels, slopes and contours of finished grade elevations for the entire site. Slight modifications as determined by Owner’s Representative may be required, Contractor shall make these modifications without extra cost to Owner.

D. Where compacted areas are disturbed by construction operations, scarify surface, reshape and compact to required density.

E. Redistribute stockpiled topsoil to uniform depth over graded areas and other areas to receive landscaping or grassing, in a 4" minimum depth. In the event that stripped topsoil is not sufficient to render a 4" minimum depth, import clean topsoil sufficient to render a minimum 4" depth as part of the Contract Sum at no additional cost to the Owner.

F. Redistribute excess topsoil, subsoil from footing excavations, other soil matter and debris on approved areas of the Owner's property at no additional cost to the Owner.

G. At completion of finish grading operation, entire site shall be ready for planting or grassing.

H. Where finish grading meets or abuts curbs, walks or similar pavements, upstream grades shall be slightly higher than pavements to permit drainage and prevent ponding behind curbs or walks.

I. Protect newly graded surfaces from traffic and erosion and keep free of debris. Where graded or compacted surfaces are damaged by subsequent operations, return to proper grade and state of compaction.

3.16 GRADE MAINTENANCE

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

3.17 FIELD QUALITY CONTROL

A. Owner's Geotechnical Engineer shall be notified by Contractor of the progress of work under this section on a continuing basis so that necessary field soil engineering and testing services may be provided during site preparation, excavation, fill placement and foundation phases of the Project, if required by Owner. Do not proceed with additional portions of work until results of previous phases have been verified.

B. Owner's Geotechnical Engineer will verify that all existing fill, topsoil, soils containing organic matter and all other undesirable materials are removed and only engineered fill is placed over suitable subgrade soils.

C. If, during progress of work, tests indicate that compacted materials do not meet specified requirements, remove defective work, replace and retest at no cost to Owner.

D. Ensure compacted fills are tested before proceeding with placement of surface materials.

E. Owner's Geotechnical Engineer will observe all "benching" operations as fill placement progresses to the existing slopes.

F. Owner'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. Owner'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. Owner'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 Owner's Geotechnical Engineer and/or Owner's Representative at no cost to Owner.

I. Contractor shall be responsible for notifying the Owner'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 Owner's Geotechnical Engineer according to the following requirements:
   1. In the general building area, conduct one test for every 2,500 square feet for each two feet of depth.
   2. At wall and trench backfill areas, conduct one test for every 50 lineal feet for each two feet depth.
   3. In all cases, a test is required within the top foot of fill.
   4. Sidewalks - One test for each two foot lift of each 5,000 sq. ft. of area.
   5. General area of fill - One test for each two foot lift of each 10,000 sq. ft. of area.

End of Section

SECTION 02 270

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.1 SCOPE

A. Slope protection and erosion control shall be performed on all disturbed areas of shoulder backfilling, sidewalk installation, yard regrading, and for any areas that Contractor disturbs outside of edge of pavement where asphalt repaving operations occur. Contractor shall stabilize disturbed areas outside of paved or concrete areas with permanent grassing (Sod), erosion control matting, and riprap at end of any proposed concrete flumes.

B. Work described in this section includes the containment of sediment transport, containment and control of all soil erosion and containment and treatment of all pollutants including dust, prior to, during and throughout all construction operations; establishment of permanent vegetative cover on all disturbed areas and continued maintenance of said measures in accordance with sub-paragraph 4 of Part III, paragraph. 3.4 this Section. Work includes removal of all devices at the completion of the project as further described in Part 3.5 of this Section.

C. Contractor is solely responsible for protection of all adjacent properties and affected downstream properties from encroachment or damage from soil erosion and/or the discharge of pollutants by water, air, or dust to any areas off the project site.

D. Best Management Practices which are more fully described in the latest edition of the "Manual for Erosion and Sediment Control in Georgia- Vegetative and Structural Best Management Practices (BMPs) for Land Disturbing Activities" as published by the Georgia Soil and Water Conservation Commission shall be employed to stabilize all disturbed areas. The Engineer may require additional measures at no cost to Owner if Contractor is not preventing erosion from leaving the limits of work.

1.2 SUBMITTALS

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

1.3 PROJECT CONDITIONS

A. Furnish and install all control measures prior to or concurrent with any land disturbance activity. The Contractor is responsible for the initial provision and installation all control measures and then the continued provision and installation of all measures throughout all construction operations and all sequences of construction operations.

B. Schedule grading operations to allow permanent erosion control to take place in the same construction season. Avoid or minimize exposure of soils to winter weather. Maintain all controls until vegetative cover has been established.

C. Construct and maintain temporary control measures until such time as permanent measures are effective in control of erosion, sediment and pollution from the site. Extent of measures shall be responsibility of Contractor.

D. Stop all erosion, sediment, dust or other pollution from leaving the site and encroaching on downstream or surrounding properties.

E. Temporary grassing shall be applied to all disturbed areas left idle for 72 hours.

F. Contractor is responsible for all quantities of all BMPs regardless if shown on the ESPC. The extent of soil erosion control measures shown on the ESPC should be considered minimum.

1.4 QUALITY CRITERIA

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

B. Reference the ESPC for any other procedural manuals, publications, permits or other field guidelines required for the Contractor to obtain, understand and utilize in the performance of his work. By reference of same, said materials are made a part of these Specifications.

PART 2 - PRODUCTS

2.1 FILTER FABRIC

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

2.2 FILTER STONE

A. Aggregate filter shall conform to following gradations:

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

2.3 STONE FOR EXIT/ENTRANCE PAD

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

2.4 EROSION CONTROL MATTING

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

2.5 SYNTHETIC POLYMERS

A. For all newly disturbed, graded or exposed soil surfaces, apply 1.5 gals/acre of approved erosion control polymer. Erosion control polymer is a water soluble synthetic polyacrylamide polymer suitable to be applied to disturbed soil surfaces where the polymer will chemically bind to fine clay particles and prevent clay from going into solution, such as:
   1. APS 600 Series Silt Stop, as manufactured by Applied Polymer Systems, Norcross, Georgia, Contact Steve Iwinski (678)461-9352.
   2. Or approved equal.

B. Polymer shall be applied utilizing a hydro seeder mix of appropriate seed, fertilizer, lime and mulch for the same acre or without seed/fertilizer/lime/mulch mix.

C. Follow all manufacturer's instructions and recommendations. Do not mechanically disturb treated areas after application. *(This does not include foot traffic as necessary to install erosion control blanket.)*

E. Contractor shall furnish and install as necessary a minimum 200 lbs. of erosion control polymer for incidental "touch-up" or point source erosion areas."

E. Furnish two (2) forms of synthetic polymer:
   1. Emulsion polymer for hydro seeder application with an active strength of 30%.
   2. Powder polymer for hand spreading with an active strength of 95%.

2.6 RIP RAP

A. Rip Rap shall be granite stone with a minimum weight of one hundred fifty pounds (150 lbs.) per piece.

B. Place rip rap at both ends of proposed concrete culvert and safety end sections.

PART 3 - EXECUTION

3.1 TEMPORARY EROSION CONTROL DEVICES

A. Construct temporary sediment barriers of silt fence at all points where surface water flows from construction area bypassing temporary sediment traps if the area is subject to soil erosion; or as otherwise indicated on ESPC or as deemed necessary by inspectors.

B. Install temporary sediment traps and temporary sediment basins in accordance with the location and details shown on the ESPC. Remove accumulated sediment when they are one-third full of silt continually until permanent vegetative cover is established.

C. Install construction exit as indicated on ESPC with geotextile fabric underlayment. Maintain to prevent tracking and flow of mud onto public roads.

D. Construct diversion berms, dikes (2'-0" wide x 1'-6" tall) or ditches at the tops of all slopes or as otherwise indicated on the ESPC. Machine compact these elements and plant temporary seed until permanent vegetative cover can be established.

E. Maintain temporary barriers until permanent erosion control measures are established. Repair and replace barriers damaged or displaced by construction activity.

F. Contractor shall clean out and/or adjust temporary sediment basin(s)/facility elevations to specified depth throughout duration of project after stabilization of all disturbed areas. Compact dam of sedimentation basin to minimum 95% Standard Proctor to the grade elevations shown on the ESPC.

3.2 SEDIMENTATION FACILITIES

A. Construct temporary sedimentation facility prior to or concurrent with rough grading of site. Permanent sedimentation control measures shall be constructed concurrently with fine grading or partial fine grading of site and vegetative stabilization. Direct surface water into completed portions of sedimentation facility.

B. Maintain temporary sediment traps around at all drainage structures (both on-site and/or off-site) until permanent vegetative cover has been established to prevent washing of sediment into public storm drainage system. Utilize “pigs-in-a-blanket” temporary sediment traps at all completed or partially completed single wing or double wing catch basins, drop inlets and yard inlets.

C. Flush drainage lines between manholes and drainage structures as required during construction and after establishment of permanent erosion control measures to remove collected debris.

D. Install rip rap at all locations indicated on the ESPC or other drawings as soon as feasible. It shall be reasonably well-graded granite stone sized from smallest to maximum size specified. Stones smaller than smallest size specified is not permitted. Control gradation of rip rap by visual inspection to assure thickness of rip rap conforms with the contract document requirements. Provide geotextile filter fabric under rip rap.

E. After land disturbance operations of any kind, survey the sediment facility and determine that sediment volume that is available. If specified volume is not available, disassemble control measures, excavate sediment from facility and install control measures. Dispose of excavated sediment from facility, spread over slopes in accordance with contours shown on the Grading and Drainage Plan and stabilize facility with permanent vegetation. Prepare and submit a certified statement of correct sediment facility volume. Do not dispose of any excavated sediment into any drainage way which might lead said material off-site onto adjacent downstream properties.

F. The existing creeks and ponds shall not be used in any manner for Erosion, Sediment or Pollution Control measures. Protect same from all erosion, sediment or pollutants of any kind.

3.3 GROUND COVER

A. Protect all exposed soils with mulching (temporary measure) and vegetative ground cover (permanent measure).

B. Install "Curlex", "Bon Terra CS2" or “Ero-Mat” by Verdyol blanket on all slopes greater than 3:1along with vegetative cover unless otherwise indicated on the ESPC.

C. Temporary Seeding consists of ground cover of temporary plant material on all graded areas which will not receive final grading or permanent planting within three (3) days.

D. All grassing or planting operations shall include mulching as stabilization until ground cover by planting is effective.

E. Reseed as required until full vegetative coverage is established.

3.4 MAINTENANCE

A. Inspect all control elements after each rainfall event and a minimum of every two (2) weeks when no rainfall event(s) occur. Clear all debris and accumulated sediment from behind barriers when half full so their functional capacity is not reduced. Repair and replace any and all damaged measures of any kind.

B. Maintain all erosion, sedimentation, pollution control measures for delivery of correct pond volume for a period of thirty (30) calendar days.

3.5 REMOVAL OF TEMPORARY EROSION CONTROL DEVICES

A. As soon as permanent vegetative cover is established, Contractor shall remove temporary devices, including sediment barriers, berms, silt traps and similar devices. Contractor to remove retrofit structure and clean out all accumulated silt and debris in detention ponds to restore finished grades indicated on the ESPC.

B. Contractor shall remove all excess silt from behind all silt fences and other filter devices and utilize it to repair erosion features if necessary. If silt is not needed for repairs, it shall be removed from the site by the contractor.

C. Contractor shall remove silt fence in such a manner as to minimize damage to surrounding vegetative cover. All fence fabric, wire and posts shall be removed completely, and removed from the site.

D. All disturbed areas created by removal of silt fence shall be immediately fine graded, stabilized and seeded with permanent grass to match surrounding areas. All rocks and debris shall be removed from the site. Stabilization of disturbed areas may require the use of a "geo-jute" fabric to prevent erosion and allow for mowing of same area. Erosion control fabrics with netting that will be entangled in mowers may not be acceptable in areas where mowing will occur. In the event seasonal considerations prevent establishment of permanent grass, Contractor shall establish temporary grass and return the following season to establish permanent grass.

E. Remove all debris resulting from temporary erosion control from project site.

F. Control dust from disturbed areas by means of mulching, irrigation, calcium chloride or other method subject to the Civil Engineer's review.

G. Should site conditions dictate that it is not prudent to remove all temporary erosion control devices at the time of Contractor demobilization; the Contractor must remobilize personnel and equipment to complete removal as soon as conditions allow. The Contractor will be responsible for the complete and timely removal of all temporary erosion control devices as soon as adequate permanent vegetative cover is established.

End of Section

SECTION 02 514

SITE CONCRETE

PART 1 - GENERAL

1.1 SCOPE

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

1.2 SUBMITTALS

A. Submit design mix certified by the testing laboratory to be approved by Owner's Representative and paid for by Owner, for the mix design based on cylinder check tests verifying the design mix.

B. Submit mill certification certifying that cement, sand, aggregate, reinforcing steel and joint materials comply with the requirements of this Specification.

C. Submit shop drawings for review prior to placement showing bending and placing details for steel reinforcing including bar sizes, spacings, bending and tagging identification.

D. Submit complete manufacturer's catalog description of all joint materials and curing/sealing materials.

1.3 PROJECT CONDITIONS

A. Installation shall comply with all state and local laws, ordinances, rules and regulations.

B. Contractor shall obtain all required permits prior to start of construction.

C. Survey and maintain all 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 (if required)

A. Reinforcing bars and dowels shall conform to ASTM A615, Grade 60, deformed bars with an uncoated finish.

B. Welded wire fabric shall consist of deformed bars, furnished in flat sheets or coiled rolls with an uncoated finish, and shall conform to ASTM A-185.

C. Tie wire shall be 16 gauge annealed steel.

2.4 FIBRILLATED FIBERS

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

2.4 JOINT MATERIALS

A. Expansion joint filler shall be non-extruding and resilient types conforming to AASHTO M-213 or M153.

B. Poured joint sealer shall be a hot poured elastic type sealer intended for sealing joints in concrete pavements and shall conform to AASHTO M-173.

2.5 CURING AND SEALING MATERIALS

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

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

End of Section

SECTION 02 547

BITUMINOUS SURFACING

PART 1 - GENERAL

1.1 DESCRIPTION: Work described in this section includes, but is not limited to providing asphalt tack coat, asphalt binder and surface course for asphalt extension/widening, and asphalt repaving. Furnishing and installing paving courses normally incidental to paving operations is also included.

1.2 QUALITY ASSURANCE

A. Reference Specifications: "Standard Specifications for Construction of Roads and Bridges", 1983 edition, Department of Transportation, State of Georgia and "Supplemental Specifications for Road and Bridge Construction" which modify the 1983 regulations.

B. Requirements of Regulatory Agencies: Comply with applicable codes, ordinances, rules, regulations, and laws of local, municipal, state or federal authorities having jurisdiction, the Georgia DOT and City of Dacula Development Regulations.

C. Pavement area shall be inspected by Owner and Owner’s Geotechnical Engineer. Contractor shall correct any deficiencies in material makeup, strength, or quantities revealed.

D. At no time shall any recycled asphaltic concrete be used on any projects for the City of Dacula for either binder or top course.

1.3 SUBMITTALS

A. Submit manufacturer's data, reports, and material certifications as required to certify compliance with the specifications.

1.4 JOB CONDITIONS

A. Grade Control: Establish and maintain required lines and elevations. Minimum slopes leading to catch basins on curb inlets shall not be less than 1" in 8' (1.04%).

B. Contractor shall build up centerline of road with new asphalt pavement to create new crown in road sloping from centerline to curb & gutter.

C. Utility Installations: No paving work shall be started until all utility installations which will be covered by pavement have been completed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Paving Base Course: Crusher run grade aggregate consistent with the Reference Specifications, Paragraph 3.2 A, compacted to 95 % Proctor. Aggregate shall be crushed

stone consisting of hard durable rock fragments free from clay and reasonably free from flat, elongated or soft pieces of organic matter. It shall be graded 2" and down, if required.

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

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

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

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

PART 3 - EXECUTION

3.1 SUB-GRADE PREPARATION, if required.

A. Contractor shall proof-roll sub-grade in the presence of the Owner and Owner's Geotechnical Engineer 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. Compact top 12" to 98% maximum theoretical density.

B. Contractor shall protect the sub-grade from damage and maintain it in a smooth, compact, and rut-free condition until the base course has been placed.

3.2 PAVING BASE COURSE, if required.

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

3.3 BITUMINOUS PAVING

A. Bituminous paving shall be hot mix asphaltic concrete construction conforming to Sections

400.01, 400.03, 400.04, 400.05, 400.07, 400.08, of the Georgia D.O.T. Standard Specifications except that Section 400.04 shall be modified as follows: The job mix formula shall be submitted by Contractor to Owner's Representative for his approval, and such approval does not relieve Contractor of his responsibilities for adequacy and warranty of the paving.

3.4 BITUMINOUS PRIME

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

3.5 PAVING THICKNESSES SHALL BE AS FOLLOWS

A. All areas of Asphalt Repaving shall receive:

Minimum Thickness

1. Asphalt Tack Coat…….……..……(0.05 – 0.15 gallons per S.Y.)
2. Type B - Binder Course (25 mm Superpave)……..……..3"
3. Asphalt Tack Coat……..(0.05 – 0.15 gallons per S.Y.)
4. Type E or F Mix (19 mm) Asphalt Surface Course ……...1-1/2"

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

Minimum Thickness

1. Graded Aggregate Base (GAB)……..….10"
2. Type B - Binder Course (25 mm Superpave)...…….3"
3. Asphalt Tack Coat……..(0.05 – 0.15 gallons per S.Y.)
4. Type E or F Mix (19 mm) Asphalt Surface Course ……1-1/2"

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

D. 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 drainage to roll curb & gutter on each side of road.

3.6 BITUMINOUS TACK COAT

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

B. Quantity:

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

C. Application:

1. Apply tack coat by means of a bituminous distributor so that a uniform distribution is

obtained at all points.

2. Apply tack coat on each layer of the binder course and allow tack coat to cure before placing the succeeding course.
3. Apply tack coat only as much pavement as can be covered with asphalt aggregate mixture in the same day.

3.8 MAINTENANCE

A. Contractor shall maintain the wearing surface until approved by Owner.

B. Contractor shall warrant the paving free of construction defects for a period of one year after acceptance by Owner.

End of Section

SECTION 02 580

TRAFFIC PAVEMENT MARKING

PART 1 - GENERAL

1.1 SCOPE

A. All traffic markings as indicated on the Drawings shall be included in the construction contract.

B. The scope of pavement markings includes:

1. Thermoplastic Stop Bar Striping at all intersections where new pavement is installed and as indicated on the Drawing.
2. Thermoplastic Double Yellow Centerline as shown on drawings.

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

1.2 SUBMITTALS

A. Submit manufacturer's data including material specifications, surface preparation, application instructions and warranty information to Owner’s Representative for review.

B. Above data shall be accompanied by certification from the manufacturer stating that the materials comply with this specification.

1.3 PROJECT CONDITIONS

A. Provide adequate barricades, etc. to protect the work.

B. Perform all work in a neat and workmanlike manner and protect all property from spillage or splash of paint.

C. Expenses related to the removal, relocation, replacement and/or rerouting of any and all existing utilities or other built, stored, stockpiled items of any kind, surface or subsurface is the responsibility of the Contractor and will be included in the Contract Sum.

PART 2 - PRODUCTS

2.1 GENERAL

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

2.2 THERMOPLASTIC

A. Thermoplastic Traffic Stop Bar shall be the color white.

B. Thermoplastic Double Centerline shall be the color yellow.

C. Thermoplastic Traffic Stripe shall be Georgia DOT approved in accordance with Section 653.00 of Georgia DOT Standard Specifications.

PART 3 - EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

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

3.3 APPLICATION

A. Obtain review of site conditions and materials from Owner's Representative prior to application of pavement markings.

B. Apply paint only under favorable weather conditions above 50 degree F.

C. Apply paint strictly in accordance with manufacturer's written instructions.

D. Apply paint with mechanical equipment to provide uniform straight edges.

E. Apply a minimum of two coats paint to a dry film thickness of 15 mils. All pavement markings shall present a uniform appearance without bleed-out edges.

F. Stop Bar Lines shall be 24" wide and installed with a striping machine.

G. Protect work from traffic or public access until paint is completely dry.

H. Repaint any existing pavement markings damaged during construction.

I. For pavement marking within State, County or City rights-of-way for stop bars, apply Georgia D.O.T. approved thermoplastic in the widths and configurations shown on the Construction Drawings. All such pavement markings shall conform to the Federal Highway Administration Manual for Uniform Traffic Control Devices, latest edition.

3.4 CLEAN-UP

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

End of Section

SECTION 02 720

SITE DRAINAGE

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 SUBMITTAL

A. Product data: Submit for each type of piping material, prefabricated structure, and casting. Indicate product descriptions and installation procedures.

B. See Section 02 720, 3.3 for As-Built Record Drawings submittals.

1.3 QUALITY ASSURANCE

A. Industry standards: Standards for the following, as referenced hereinafter.

1. American Society for Testing and Materials (ASTM).
2. American Concrete Institute (ACI).
3. Georgia Department of Transportation, "Standard Specifications 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 drain pipe is to be of the type, size, class or gauge, and material illustrated in the Project Scope and Performance Specification and as indicated on the Drawings, if required.

B. 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: 3000 psi compressive strength including form work, reinforcement and finish.

B. Manhole brick: Meeting ASTM C32-73, Grade MM.

C. Mortar: Meeting ASTM C270-80, Type M.

D. Construction castings: Meeting ASTM A48-76, grey cast iron.

E. Manhole steps: Meeting ASTM A48-76, Class 30B, integrally cast into manhole sidewalls.

F. Gravel Fill: Meeting Ga.D.O.T. Specifications, Section 800, size #57 stone.

G. Precast concrete manholes: Meeting ASTM C478-79, concentric cone type.

2.3 REINFORCING STEEL

A. Reinforcing bars and dowels shall conform to ASTM A615, Grade 60, deformed bars with an uncoated finish.

B. Welded wire fabric shall consist of deformed bars, furnished in flat sheets or coiled rolls with an uncoated finish, and shall conform to ASTM A-185.

C. Tie wire shall be 16 gauge annealed steel.

PART 3 - EXECUTION

3.1 CONSTRUCTION OF DRAINAGE SYSTEM

A. Excavation, filling and compaction for construction of drainage system shall be in accordance with Earthwork Section 02 200.

B. Inspect piping prior to placing in trenches. Install no defective or damaged piping.

C. Lay piping beginning at low point of the drainage system with joints lapped upgrade. Lay in proper alignment and to slopes indicated, fully supported on firm subgrade.

D. Clean interior of piping of dirt and debris as work progresses. Place plugs in the ends of uncompleted piping at the end of each work period. Continue to flush lines between manholes and drainage structures as required to remove collected debris until permanent vegetative cover has been established.

E. Lengths of storm drain pipe illustrated in the Project Scope and Performance Specification are approximate distances center to center of structures. Contractor is responsible for all pipe quantities to convey storm drainage to points indicated in accordance with the design concept illustrated.

3.2 DRAINAGE STRUCTURES

A. Construct catch basins, drop inlets, headwalls and similar structures of reinforced concrete unless otherwise indicated; manholes of masonry, concrete or precast units at Contractor's option.
   1. Provide concrete foundations for manholes and other structures as indicated. All drainage structures shall have paved (mortar) inverts.
   2. Concrete structures shall be reinforced as indicated in the Project Scope and Performance Specification.
   3. All concrete construction shall receive a smooth formed finish in accordance with ACI-301-72 on all surfaces exposed to exterior or interior of structure; rough formed for all unexposed construction.
   4. Moist cure concrete for a minimum of seven days after placing.

B. Mix mortar with only enough water for workability. Re-tempering of mortar will not be permitted. Keep mortar mixing and conveying equipment clean. Do not deposit mortar upon or permit contact with ground.

C. Lay masonry in full mortar bed with ends and with full vertical joints, not more than 5/8" wide. Protect fresh masonry from freezing and from too rapid drying.

D. Apply a 2” thickness mortar parge coating on interior and exterior or of masonry walls surfaces.

E. Set tops of frames and covers of manholes flush with finished surface.

F. Set drainage gratings to elevations indicated in the Project Scope and Performance Specification.

3.3 AS-BUILT RECORD DRAWINGS

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

End of Section

SECTION 02 930

LAWNS AND GRASSES

PART 1 - GENERAL

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

PART 2 - PRODUCT

2.1 FERTILIZER: Fertilizer shall be 19-19-19 grade, uniform in composition, free-flowing for application with spreading equipment, delivered to the site in bags or other containers, each fully labeled, conforming to the State fertilizer laws, and bearing the name, trade name, or trade-mark, and warranty of the producer. Engineer shall be furnished with duplicate copies of invoices for all fertilizer used on the project.

2.2 LIME: Ground limestone containing not less than 85% carbonates; 50% passing 100 mesh sieve and 90% passing 20 mesh sieve.

2.3 GRASS SEED: Shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of Invitation of Bids. Seed shall be furnished in sealed standard containers, unless exception is granted in writing by Engineer. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed shall be guaranteed 92% germination.

A. Kentucky 31 Fescue (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 all property owner's yards where disturbed by grading or other construction operations. Contractor shall replace Sod in kind and match existing condition.

2.5 WATER: Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and other watering equipment required for the work.

2.6 HYDROMULCH: Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:

A. Percent moisture content: 9.0% (± 3, 0%).

B. Percent organic mater: 99.2% (± 0.8%).

C. Percent ash content: 0.8% (± 0.2%).

D. pH: 4.8 (± 0.5).

E. Water holding capacity: 150 grams water/100 grams fiber, minimum.

PART 3 - EXECUTION

3.1 FERTILIZER: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre, plus 1 ton agricultural lime per acre two (2) days prior to seeding, over the areas to be grassed, and shall be incorporated into the soil to a depth of at least 3 inches by disking or harrowing. The incorporation of fertilizer may be part of the tillage operation specified above. Undulations in the surface as a result of tillage or fertilizing shall be smoothed.

3.2 Approximately 4 weeks after seeding and when grass coverage has been established, apply 1 to 1 ½ pounds of ammonium nitrate per 1,000 square ft. to all seeded areas and immediately water using a fine spray. At the end of the maintenance period and prior to final inspection, apply 10 lbs. of specified fertilizer per 1,000 sq. ft. and water immediately.

3.3 SEED: Seed shall be Fescue or Bermuda. Method of seeding shall be hydro seeding or broadcast at Contractor's option; however, the method selected shall be a part of his erosion control plan.

3.4 BROADCAST SEEDING:

A. If conditions are such, by reason of drought, high winds, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, Contractor shall stop the work, and work shall be resumed only when conditions are favorable again or when approved alternate or corrective measures and procedures have been put into effect. If inspection during seeding operations or after there is a show of green indicates that strips have been left, or skipped, Contractor shall sow additional seed on these areas.

B. Seeding shall be at the rate of 10 pounds per 1,000 sq. ft. for Fescue or 5 pounds per 1,000 sq. ft. for Bermuda.

C. Seed shall be broadcast either by hand or approved sowing equipment. The seed shall be uniformly distributed with the sower moving in one direction, and the remainder shall be sown with the sower moving at right angles to the first sowing. The seed shall be covered to an average depth of 1/4 inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved device.

3.5 HYDROSEEDING: Apply seed/fertilizer/hydro mulch mixture in water slurry. Dispense using hydraulic mulching equipment in following minimum quantities:

A. Fertilizer: 130 lbs./acre.

B. Fescue Seed: 300 lbs./acre/Bermuda seed 150 pound/acre.

C. Hydromulch: 1500 lbs./acre.

3.6 COMPACTION: Immediately after the seeding operations specified above have been completed, the entire area shall be compacted by means of a cultipacker, roller, or other approved equipment weighing 60 to 90 pounds per linear foot of roller. If the soil is of such type that a smooth or corrugated roller cannot be operated satisfactorily, a pneumatic roller

shall have tires of sufficient size so that complete coverage of the soil surface is obtained. When a cultipacker or similar equipment is used, the final rolling shall be at right angles to the prevailing winds to prevent dust.

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

3.8 MAINTENANCE:

A. Contractor shall be responsible for establishment and proper care of the grassed areas during the period when the grass is becoming established and until final acceptance by Owner.

B. Maintenance shall consist of watering, weeding, repair of any erosion and reseeding as necessary to establish a 100% uniform stand of grass, and shall continue until acceptance.

C. All seeded areas that do not show satisfactory growth within 18 days after seeding shall be re-seeded and re-fertilized as directed until a satisfactory lawn is established. Full coverage is required in 60 days.

D. All lawn areas shall be protected until acceptance. All eroded and damaged areas, regardless of cause, shall be immediately repaired and reseeded. Protect all lawn areas from pedestrian or vehicular traffic.

3.9 GUARANTEE AND ACCEPTANCE:

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

End of Section

SECTION 02 933

TEMPORARY SEEDING

PART 1 – GENERAL

1.1 SCOPE

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

1.2 PROJECT CONDITIONS

A. Protect all adjacent public and private property from siltation and other damage due to construction activities with silt dams or fences as indicated on the drawings.

B. Temporary seeding shall be applied to any and all disturbed areas left idle for two weeks and shall be applied no later than the 15th calendar day from last land disturbance activity. (ie. clearing, grubbing or grading).

1.3 QUALITY CRITERIA

A. Installation shall be in strict compliance with the rules and regulations of the local seed laws.

B. Installation shall comply with all applicable codes, rules, regulations and ordinances related to erosion control and temporary seeding.

PART 2 – PRODUCTS

2.1 TEMPORARY SEED

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

2.2 LIME

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

2.3 FERTILIZER

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

PART 3 – EXECUTION

3.1 SEED-BED PREPARATION

A. Where soils are known to be highly acid (pH 5.5 and lower), apply lime at the rate of two (2T) tons per acre (1#/10 s.f.).

B. Apply fertilizer at a rate of 450 lbs./acre (10 #/1,000 s.f.). Lime and fertilizer shall be incorporated into the top two (2") to four (4") inches of the soil by tilling.

C. Loosen ground surface by discing, raking or harrowing. If the area has been recently loosened or disturbed, no further roughening shall be required. Remove all large clods, boulders and debris which will interfere with the work. Remove all stones two (2") inches and larger in any given dimension.

3.2 SEEDING

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

3.3 ROLLING

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

3.4 MULCHING

A. All seeding in fall for winter cover shall be mulched. Seedings on slopes 4:1 or greater, on adverse soil conditions and in excessively hot or dry weather shall also be mulched.

B. Mulch shall be straw or hay spread at the rate of approximately two tons/acre, wood cellulose fiber applied at the rate of approximately 1500 lbs./acre. Bituminous treated mulch shall be used on all slopes steeper than 2:1.

C. Seedings made during optimum spring and summer seeding dates, with favorable soil and site conditions shall not require mulch if written permission is received by Engineer.

3.5 WATERING

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

3.6 RESEEDING

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

End of Section

APPENDIX

for

City of Dacula

“2025 CDBG for City of Dacula – Sanjo Street Widening, Paving, Drainage, and Sidewalk Improvements Project”

- Wage Hour Payroll and Section 3 Monthly Report Forms
- Geo Hydro Engineers “Report of Pre-Demolition Asbestos Survey and Lead Paint Screen” Report dated 10-28-2025.
- Project Drawings dated 11-21-2025.

MONTHLY SECTION 3 REPORT

This report is used to report accomplishments regarding employment, training and contracting opportunities provided to low - and very low - income persons under Section 3 of the Housing and Urban Development act of 1968. The Section 3 regulations apply to any public construction projects with contracts and subcontracts in excess of $200,000.00 awarded in connection with the Section 3 covered activity.

Construction Firms will complete the attached Section 3 Report by the 10th day of the following month the report covers.

All reports will be submitted to the Gwinnett County Community Development Program office by email at cdbg@gwinnettcounty.com or by mail submission:

Attn: Sherry Akhimie, CDBG Program Analyst
Gwinnett County Community Development Program
One Justice Square
446 West Crogan Street, Suite 420
Lawrenceville, GA 30046-2439

_____
Name of Firm

_____
Address of Firm

_____
Tax I.D. #

_____
Preparer Name and Title

_____
Preparer Signature

_____
Date

Reporting Period:

_____ _____
From To

Report Instructions

Part I: Employment and Training Opportunities

Block A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Block B: Enter the percentage of all the new hires (Section 3 residents) in connection with this award. New Hires include full-time positions (permanent, temporary and seasonal).

Block C: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Block D: Enter the number of Section 3 residents that were hired and trained in connection with this award.

Block E: Enter under each racial/ethnic code (1-5) the number of employees and trainees recorded in columns D and E.

Part II: Contract Opportunities

1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards. Indicate the appropriate racial/ethnic code(s).

Item E: Enter under each racial/ethnic code (1-6) the number of employees and trainees recorded in Item D.

2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards. indicate the appropriate racial/ethnic code(s).

Item E: Enter under each racial/ethnic code (1-6) the number of employees and trainees recorded in .

Part III: Summary of Efforts - Self-explanatory

Part: I Employment and Training (*Include New Hires in columns C and D)

A Total New Hires By Job Category	B % of Aggregate New Hires that are Section 3 Residents	C % of total staff hours for Section 3 Employees and Trainees *	D Number of Section 3 Employees and Trainees *	E Racial/Ethnic Code(s) For Columns D and E, show numbers				
				1	2	3	4	5
Professional								
Technicians								
Office/ Clerical								
Construction by Trade (List) Trade:								
Trade:								
Trade:								
Trade:								
Trade:								
Trade:								
Other: (List)								
Total:								

Racial/Ethnic Codes:
1 = White American
2 = Black American
3 = Native American
4 = Hispanic American
5 = Asian Pacific American
6 = Hasidic Jews (For Part II Only)

Part II: Contract Awards

1. Construction Contracts:

A. Total dollars amount of all contracts awarded on the Project: $_____

B. Total dollar amount of contracts awarded to Section 3 business: $_____

C. Percentage of the total dollar amount that was awarded to Section 3 business: _____ %

D. Total number of Section 3 business receiving contracts: _____

E. Enter the number of Section 3 business receiving contacts by Racial/Ethic code(s)(see page 3 for codes):

1._____ 2._____ 3._____ 4._____ 5._____ 6._____

2. Non-Construction Contracts [Applies to Professional and other Non-Construction Services]:

A. Total dollar amount of all non-construction contracts awarded on the project/activity: $_____

B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: $_____

C. Percentage of the total dollar amount that was awarded to Section 3 businesses: _____%

D. Total number of Section 3 businesses receiving non-construction contracts: _____

E. Enter the number of Section 3 business receiving non-construction contacts by Racial/Ethic code(s) (see page 1 for codes)

1._____ 2._____ 3._____ 4._____ 5._____ 6._____

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low - and very low -income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating with in the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other; describe below, or on separate sheet.

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)		(4)		(5)		(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION		ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK		HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
																	TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
								ST													
								OT													
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection o information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S350 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME

PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL's NAME AND TITLE

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		TOTAL HOURLY CREDIT
	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hrly Credit	$	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___ -____	

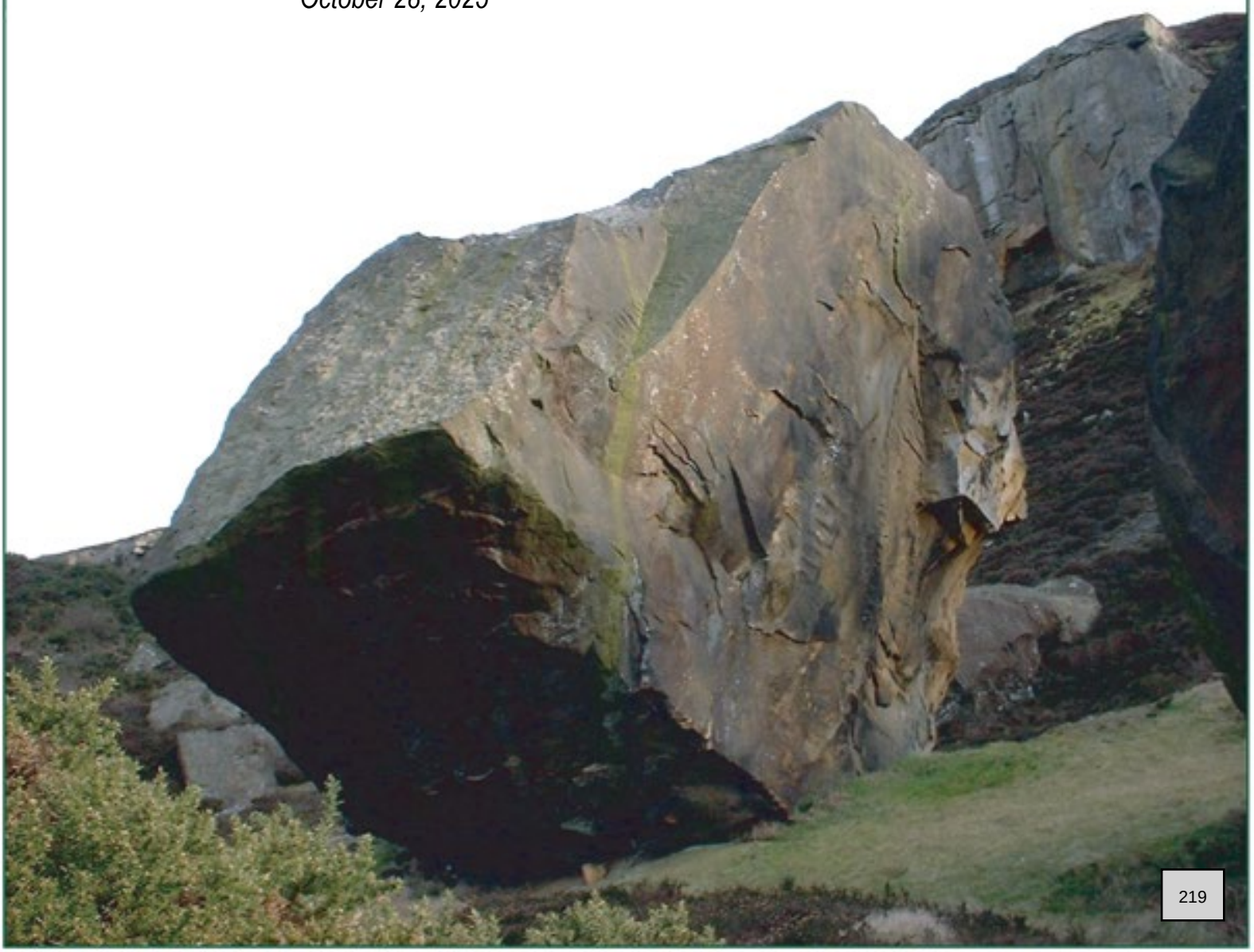
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

GEO HYDRO ENGINEERS

Report of Pre-Demolition
Asbestos Survey and Lead Paint Screen

381 Harbins Road
Dacula, Georgia
Geo-Hydro Project Number 252737.60

City of Dacula
October 28, 2025



Ms. Brittni Nix
City of Dacula
442 Harbins Road, PO Box 400
Dacula, Georgia 30019

October 28, 2025

Report of
Pre-Demolition Asbestos Survey and Lead Paint Screen
381 Harbins Road
Dacula, Georgia
Geo-Hydro Project Number 252737.60

Dear Ms. Nix:

Geo-Hydro Engineers, Inc. has completed the pre-demolition asbestos survey and lead paint screen for the above-mentioned property. The purpose of these services is to identify asbestos containing materials (ACM) and lead-containing paint that will require special handling during demolition of the subject property structure. The location of the subject property is shown in Figure 1.

Our work was done in general accordance with Geo-Hydro proposal number 252737.P0, dated October 7, 2025. This report and our observations are intended solely for the benefit of City of Dacula and may not be used or relied upon by any other party without Geo-Hydro's prior written consent.

SITE DESCRIPTION AND PROJECT INFORMATION

The subject property structure consists of an office (apparently formerly a single family house) located at 381 Harbins Road in Dacula, Georgia. The subject property structure is slated for demolition.

PROCEDURES

Asbestos Containing Materials Survey and Lead Paint Screen

Ms. Mayah Kirson and Mr. Haven Morgan, certified Asbestos-In-Buildings Inspectors (Toxic Substances Control Act (TSCA) Title II), performed an asbestos survey at the subject property on October 10, 2025. The asbestos survey was performed in general accordance with **ASTM E2356-18** *Standard Practice for Comprehensive Building Asbestos Surveys*. Geo-Hydro personnel expended reasonable time and effort to identify and sample as many homogeneous areas of suspect ACMs as possible. Visually identified suspect ACMs were sampled to represent conditions of accessible building space. Nevertheless, there remains a possibility that ACMs are present that were undetected or inaccessible during the site visit. In the event that suspect ACM is discovered, please contact Geo-Hydro to discuss and possibly collect additional building material samples.

A total of 68 samples of suspect ACMs were collected from the subject property structure. The suspect ACM samples were submitted to Eurofins Built Environment Testing, LLC (Eurofins) in Norcross, Georgia.

Eurofins is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos fiber analysis. The samples were analyzed for asbestos content using polarized light microscopy (PLM) and dispersion staining.

Eleven (11) exterior and interior paint chip samples were collected for total lead analysis from the subject property residence and associated outbuildings. The paint chip samples were submitted to Eurofins in Pomona, California. The samples were analyzed for total lead (NIOSH Method 7082 and EPA 7000B modified).

During transportation and storage of the suspect asbestos and paint-chip samples, a chain-of-custody form was maintained and signed by each individual in possession of the samples. Copies of the analytical test results and chain-of-custody forms are included in the Appendix. Locations of samples with detections of asbestos or lead based on laboratory analysis are shown in the Figures in the Appendix.

FINDINGS

Asbestos Containing Building Materials

Laboratory analyses detected regulated concentrations of asbestos in 2 of the 68 samples analyzed from the subject property structure.

Electrical panel insulation materials were inaccessible at the time of our site visit and should be assumed to be ACM. The crawlspace of the subject property structure was inaccessible at the time of our site visit, and all suspect ACM within the crawlspace should be assumed to be ACM.

Black penetration flashing and tar from the chimneys sampled from the roof was determined by laboratory analysis to be ACM. Asbestos was not detected in samples of black tar collected from elsewhere on the roof. However, based on the uncertain application history of black flashing/tar at the subject property structure, and the possibility of concealed asbestos containing black flashing/tar, all black penetration flashing and tar at the subject property structure should be considered ACM. Some black tar appeared to have turned gray due to weathering.

Assumed ACMs, the results of the asbestos laboratory analysis (including percent (%) of asbestos detected), and category of friability of the ACM are presented in the Asbestos Analysis Summary Table in the Appendix. Classification of an ACM as Category I or Category II Non-Friable is dependent on the material being removed in a manner that does not make it friable. **The quantities of ACM noted in the Asbestos Analysis Summary Table are estimates only and are not to be used for asbestos abatement cost estimates. Asbestos contractors are expected to calculate their own ACM quantities for cost estimating and regulatory notification purposes. Any amount of asbestos is regulated by the OSHA under its worker protection regulations. These regulations require special handling and disposal procedures when asbestos containing materials are disturbed.** Representative photographs of ACMs are included in the Appendix.

Lead in Paint

Laboratory analyses detected lead above laboratory reporting limits in 8 of the 11 paint chip samples collected from the subject property structure. The United States Department of Housing and Urban Development (HUD) defines "lead-based paint" as paint containing more than 0.5% lead by dry weight of the paint. Based on the HUD's lead-based paint definition, paint chip laboratory analyses detected lead-based paint associated with 5 of the 11 paint chip samples collected during our site visit. **Materials containing lead at any concentration are regulated by the OSHA under its worker protection regulations.** Photographs showing the paint chip samples with detections of lead above the laboratory reporting limits are included in the Appendix. The results of the total lead in paint analyses are presented in the Lead Analysis Summary Table in the Appendix.

* * * * *

CONCLUSIONS AND RECOMMENDATIONS

We recommend the materials listed as ACMs in the Asbestos Analysis Summary Table of this report be considered ACMs in their entirety at the subject property.

Electrical panel insulation materials were inaccessible at the time of our site visit and should be assumed to be ACM. The crawlspace of the subject property structure was inaccessible at the time of our site visit, and all suspect ACM within the crawlspace should be assumed to be ACM.

Black penetration flashing and tar from the chimneys sampled from the roof was determined by laboratory analysis to be ACM. Asbestos was not detected in samples of black tar collected from elsewhere on the roof. However, based on the uncertain application history of black flashing/tar at the subject property structure, and the possibility of concealed asbestos containing black flashing/tar, all black penetration flashing and tar at the subject property structure should be considered ACM. Some black tar appeared to have turned gray due to weathering.

Prior to demolition, a Georgia licensed asbestos abatement contractor should remove and dispose of the asbestos containing materials identified by this report. A Project Notification must be submitted 10 working days before the start of the project to the Georgia Environmental Protection Division (GEPD) if 10 square feet or 10 linear feet or more of ACM is removed. The National Emission Standards for Hazardous Air Pollutants (NESHAP) is the principal US Environmental Protection Agency (USEPA) regulation pertaining to demolition and renovation projects involving asbestos. **Any amount of asbestos is regulated by the OSHA under its worker protection regulations. These regulations require special handling and disposal procedures when asbestos containing materials are disturbed.**

Laboratory analyses detected lead above laboratory reporting limits in 8 of the 11 paint chip samples collected from the subject property building. The United States Department of Housing and Urban Development (HUD) defines “lead-based paint” as paint containing more than 0.5% lead by dry weight of the paint. Based on the HUD’s lead-based paint definition, paint chip laboratory analyses detected lead-based paint associated with 5 of the 11 paint chip samples collected during our site visit. We recommend that the demolition contractor make specific composite samples of the demolition debris for Toxic Characteristic (TC) analysis for lead. Demolition debris from commercial projects consisting of components painted with lead-based paint requires TC analysis for lead. When the debris does not exhibit TC for lead that exceeds the regulatory threshold of 5 milligrams per liter as a hazardous waste, then the waste may be disposed in a permitted municipal solid waste landfill or a permitted construction and demolition debris landfill. **Materials containing lead at any concentration are regulated by the OSHA under its worker protection regulations.**

Geo-Hydro Engineers, Inc. has appreciated the opportunity to perform this asbestos survey and lead paint screen. If you have any questions concerning this report, or if we can be of further assistance, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.

Mayah Kirson
Staff Industrial Hygienist
mkirson@geohydro.com

B. Tyler Kelly, CIH
Industrial Hygiene Practice Lead
tkelly@geohydro.com

MAK/BTK/252737.60 381 Harbins Road ACM and LBP

FIGURES AND PHOTOGRAPHS



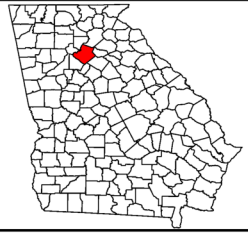
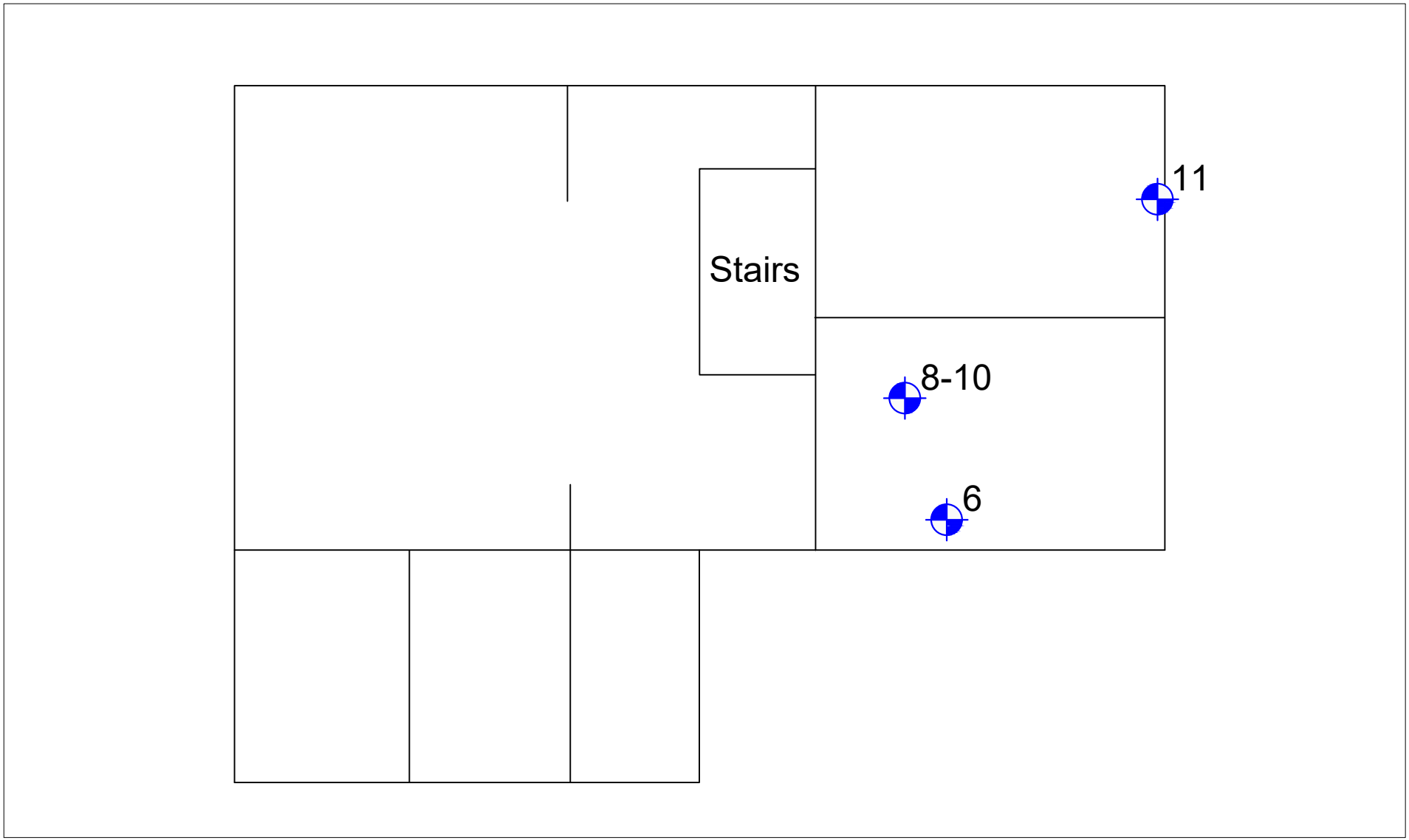


Figure 1. Site Location Map

381 Harbins Road
Dacula, Gwinnett County, Georgia
Geo-Hydro Project Number 252737.60

Legend

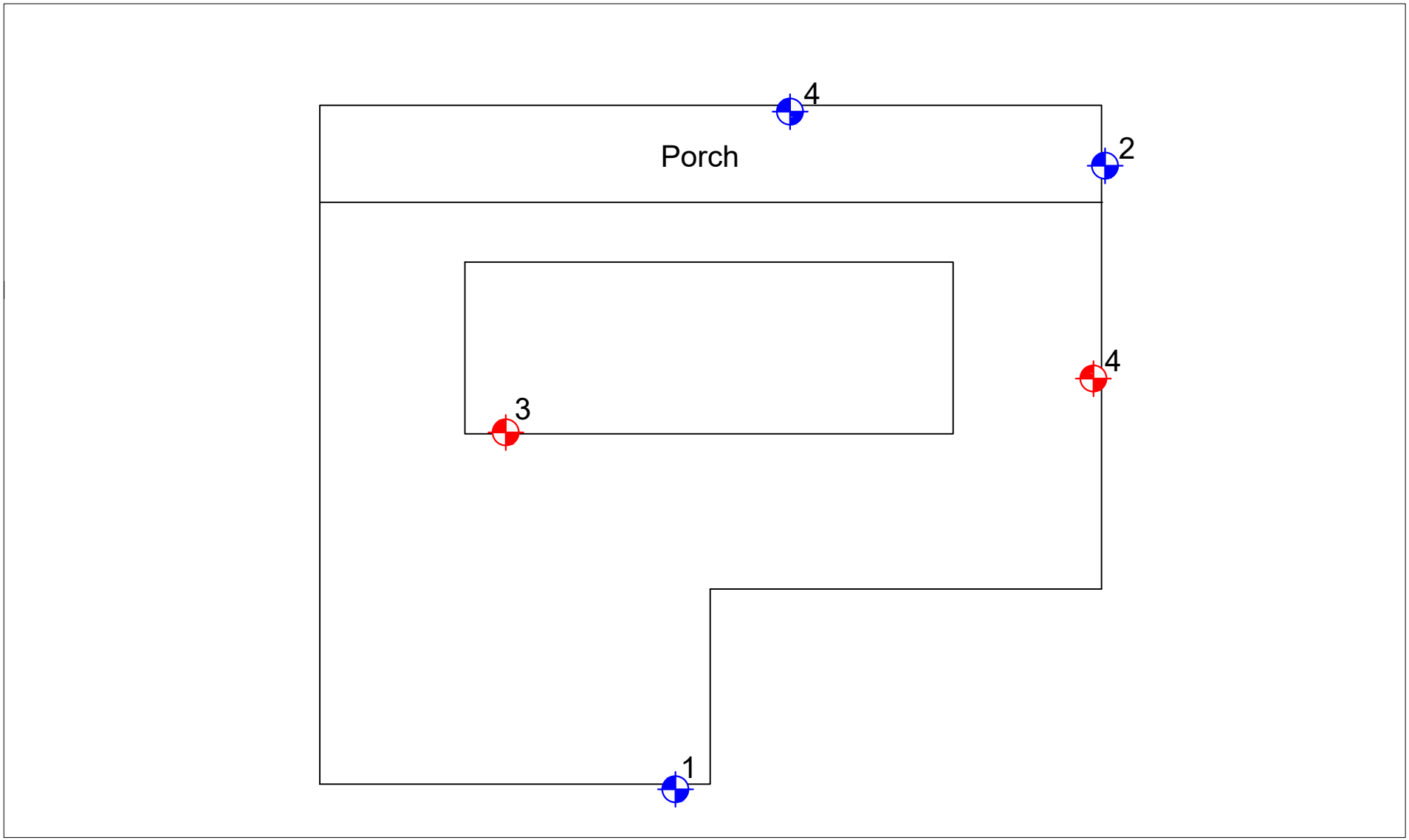
Subject Property



LEGEND: Positive Asbestos Sample
Positive Lead Based Paint Sample

Figure 2: Sample Location Plan
Interior (1st Floor)

381 Harbins Road ACM and LBP Survey
Dacula, Georgia
Geo-Hydro Project Number 252737.60



LEGEND: Positive Asbestos Sample
Positive Lead Based Paint Sample

Figure 3: Sample Location Plan
Exterior

381 Harbins Road ACM and LBP Survey
Dacula, Georgia
Geo-Hydro Project Number 252737.60



Plate 1. General photograph of the exterior of the structure located at the subject property.



Plate 2. General photograph of the first-floor interior of the structure located at the subject property.



Plate 3. General photograph of the second-floor interior of the structure located at the subject property.



Plate 4. General photograph of the attic at the structure located at the subject property.



Plate 5. General photograph of the inaccessible crawlspace at the structure located at the subject property.



Plate 6. Photograph of typical electrical panel containing assumed asbestos containing insulation materials at the structure at the subject property.



Plate 7. Laboratory analyses detected 10% chrysotile asbestos minerals within the black penetration flashing and tar within samples HRA-3 and HRA-4 collected from the chimney of the subject property structure. All black penetration tar at the subject property should be considered asbestos containing material.



Plate 8: Laboratory analyses detected 5.2% lead within the white paint-like coating within sample HRL-1 collected from the exterior of the structure.



Plate 9: Laboratory analyses detected 0.052% lead within the blue paint within sample HRL-2 collected from the exterior of the structure.

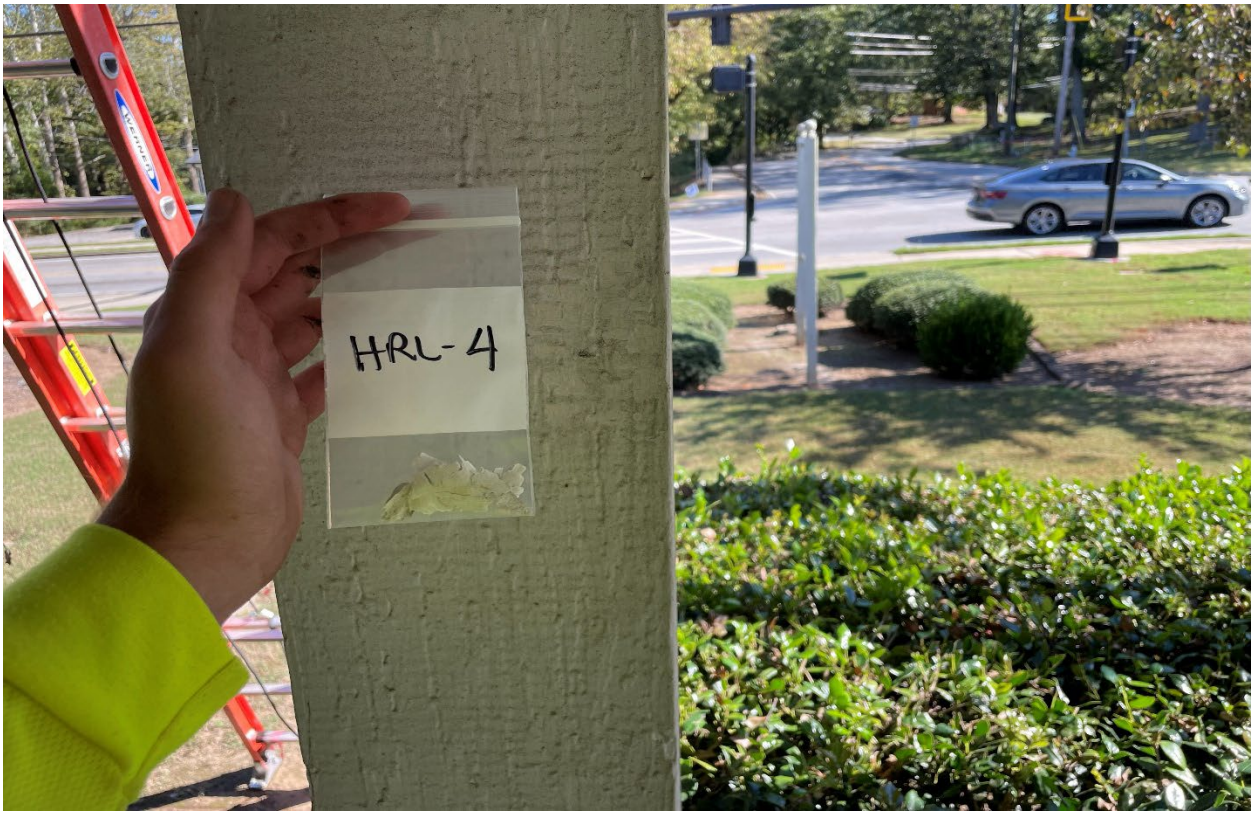


Plate 10: Laboratory analyses detected 0.061% lead within the white paint within sample HRL-4 collected from the exterior of the structure.

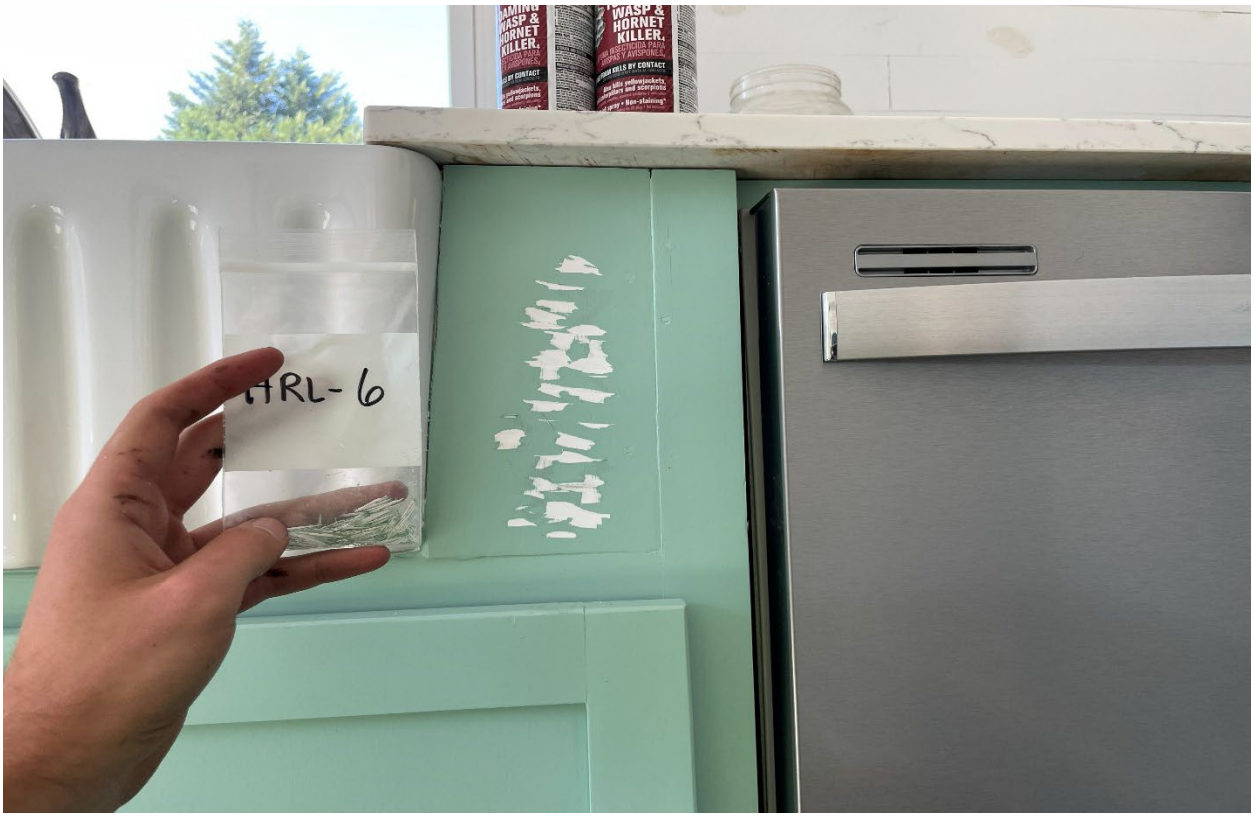


Plate 11: Laboratory analyses detected 0.0042% lead within the teal wall and cabinet paint within sample HRL-6 collected from the interior of the structure.



Plate 12: Laboratory analyses detected 0.69% lead within the light green floor paint within sample HRL-8 collected from the interior of the structure.

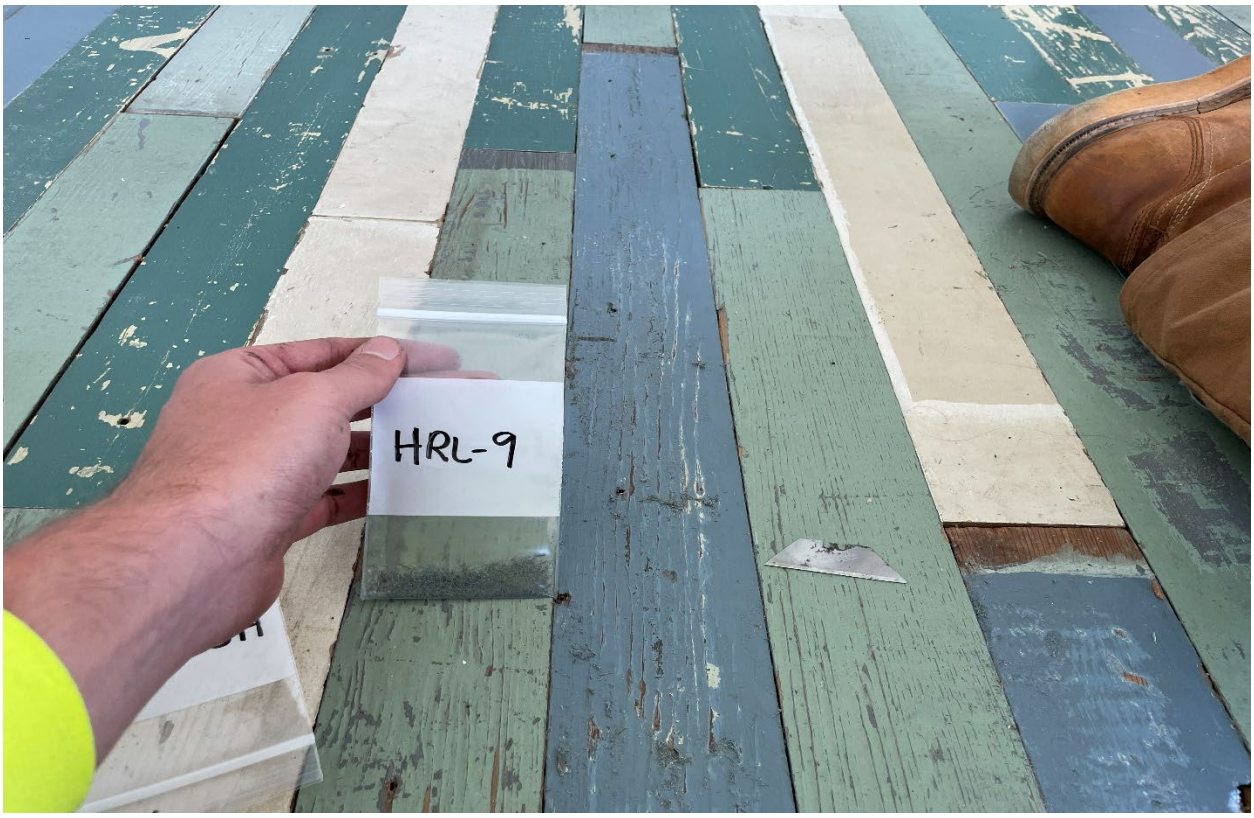


Plate 13: Laboratory analyses detected 1.5% lead within the blue floor paint within sample HRL-9 collected from the interior of the structure.



Plate 14: Laboratory analyses detected 0.88% lead within the dark green floor paint within sample HRL-10 collected from the interior of the structure.



Plate 15: Laboratory analyses detected 1.4% lead within the white fireplace paint within sample HRL-11 collected from the interior of the structure.

TABLES
ASBESTOS-CONTAINING MATERIALS RESULTS

Asbestos Analysis Summary Table
381 Harbins Road Asbestos Survey and Lead Paint Screen
Dacula, Georgia
Geo-Hydro Project Number 252737.60

Suspect ACM	Sample Number	Area Observed	ACM (Yes/No)	% Asbestos	Friability	Estimated Quantity
Electrical Panel Insulation Material	Not Sampled	Electrical Panels	Yes	Assumed	Category II Non-Friable	20 square feet
Suspect ACM in Crawlspace	Not Sampled	Inaccessible Crawlspace	Yes	Assumed	RACM	Unknown
Black Penetration Flashing and Tar* (see note below)	HRA-3 HRA-4	Roof	Yes	10% Chrysotile	Category I Non-Friable	100 square feet
Roof Core	HRA-1 HRA-2	Roof	No	ND	NA	NA
White Chimney Covering	HRA-5 HRA-6	Roof	No	ND	NA	NA
Black Penetration Tar	HRA-7 HRA-8	Roof	No	ND	NA	NA
Black Sealant Between Roof Penetration and Shingle	HRA-9 HRA-10	Roof	No	ND	NA	NA
White Caulk on Overhang	HRA-11 HRA-12	Roof	No	ND	NA	NA
Pink Subfloor Tar Paper	HRA-13 HRA-14	Interior	No	ND	NA	NA
Black Subfloor Tar Paper	HRA-15 HRA-16	Interior	No	ND	NA	NA
Drywall System Components	HRA-17 HRA-18 HRA-19 HRA-20 HRA-23 HRA-67 HRA-68	Interior	No	ND	NA	NA
Fireplace Caulk	HRA-21 HRA-22	Interior	No	ND	NA	NA
Bathroom Sink Caulk	HRA-24 HRA-25	Interior	No	ND	NA	NA
Door Frame Caulk	HRA-26	Interior	No	ND	NA	NA
Window Frame Caulk	HRA-27	Interior	No	ND	NA	NA
Fibrous Siding	HRA-28 HRA-29	Exterior	No	ND	NA	NA
White Caulk Between Chimney and Siding	HRA-30 HRA-31	Exterior	No	ND	NA	NA
White Door Frame Caulk	HRA-32 HRA-33	Exterior	No	ND	NA	NA
Window Frame Caulk	HRA-34 HRA-35	Exterior	No	ND	NA	NA
White Gutter Sealant	HRA-36 HRA-37	Interior	No	ND	NA	NA
Window Frame Caulk	HRA-38 HRA-47	Interior	No	ND	NA	NA
Door Frame Caulk	HRA-39 HRA-46	Interior	No	ND	NA	NA
Kitchen Counter Caulk	HRA-40 HRA-41	Interior	No	ND	NA	NA

Asbestos Analysis Summary Table
381 Harbins Road Asbestos Survey and Lead Paint Screen
Dacula, Georgia
Geo-Hydro Project Number 252737.60

Suspect ACM	Sample Number	Area Observed	ACM (Yes/No)	% Asbestos	Friability	Estimated Quantity
White Soffit Caulk	HRA-42 HRA-43	Exterior	No	ND	NA	NA
White Paint-Like Coating	HRA-44 HRA-45	Exterior	No	ND	NA	NA
White Duct Mastic	HRA-48 HRA-50	Attic	No	ND	NA	NA
Gray Duct Mastic	HRA-49 HRA-51	Attic	No	ND	NA	NA
Fiberglass Thermal System Insulation with White Mastic	HRA-52 HRA-53 HRA-54	Attic	No	ND	NA	NA
Old Roof Debris	HRA-55 HRA-56	Attic	No	ND	NA	NA
Blown In Insulation	HRA-57 HRA-58	Attic	No	ND	NA	NA
Dormer Caulk	HRA-59 HRA-60	Interior	No	ND	NA	NA
Fiberglass Insulation with Black Coating	HRA-61 HRA-62	Interior	No	ND	NA	NA
Baseboard Caulk	HRA-63 HRA-64	Interior	No	ND	NA	NA
Crown Molding Caulk	HRA-65 HRA-66	Interior	No	ND	NA	NA

Note:
*All black penetration flashing and tar at the subject property structure should be considered ACM. Some black tar appeared to have turned gray due to weathering.
ND = None Detected
NA = Not Applicable
ACM = Asbestos Containing Material
RACM = Regulated Asbestos Containing Material according to the National Emission Standards for Hazardous Air Pollutants
Gray shading indicates asbestos detected above laboratory detection limits or assumed ACM
The quantities of ACM noted in the Asbestos Analysis Summary Table are estimates only and are not to be used for asbestos abatement cost estimates. Asbestos contractors are expected to calculate their own ACM quantities for cost estimating and regulatory notification purposes.

TABLES
LEAD IN PAINT RESULTS

Lead Analysis Summary Table
381 Harbins Road Asbestos Survey and Lead Paint Screen
Dacula, Georgia
Geo-Hydro Project Number 252737.60

Uppermost Layer Color	Sample Number	Area Sampled	Percent Lead by Weight	LBP per HUD Guidelines
White Paint-Like Coating	**HRL-1**	**Exterior**	**5.2**	**Yes**
Light Green Floor Paint	**HRL-8**	**Interior**	**0.69**	**Yes**
Blue Floor Paint	**HRL-9**	**Interior**	**1.5**	**Yes**
Dark Green Floor Paint	**HRL-10**	**Interior**	**0.88**	**Yes**
White Fireplace Paint	**HRL-11**	**Interior**	**1.4**	**Yes**
Blue Exterior Paint	HRL-2	Exterior	0.052	No
White Exterior Paint	HRL-4	Exterior	0.061	No
Teal Interior Wall and Cabinet Paint	HRL-6	Interior	0.0042	No
Teal Exterior Door Paint	HRL-3	Exterior	< 0.0039	No
White Interior Wall Paint	HRL-5	Interior	< 0.0039	No
Brown Interior Door Paint	HRL-7	Interior	< 0.0040	No

Note:
BRL = Below Reporting Limit
The color of each sample is indicative of the uppermost layer. Each sample was collected from the uppermost layer to the substrate and may contain subsequent layers of paint that may be of different colors.
Grey shading indicates lead detected above laboratory detection limits
BOLD indicates lead detected above HUD threshold for lead-based paint of 0.5% lead by dry weight of the paint

ANALYTICAL LABORATORY REPORT
SUSPECT ASBESTOS SAMPLES

eurofins | Built Environment Testing

Report for:

Tyler Kelly, Mayah Kirson
Geo Hydro Engineers
400 Chastain Center Boulevard, Suite 430
Kennesaw, GA 30144

Regarding: Eurofins Built Environment Testing East, LLC
Project: 381 Harbins Road ACM and LBP; 252737.60
EML ID: 4265617

Approved by:



Approved Signatory
Alexis Starrett

Dates of Analysis:
Asbestos PLM: 10-15-2025 and 10-16-2025

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EB-AS-S-1267)
NVLAP Lab Code 201060-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing East, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing East
6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built

Client: Geo Hydro Engineers
C/O: Tyler Kelly, Mayah Kirson
Re: 381 Harbins Road ACM and LBP; 252737.60

Date of Sampling: 10-10-2025
Date of Receipt: 10-13-2025
Date of Report: 10-16-2025

ASBESTOS PLM REPORT

Total Samples Submitted:	68
Total Samples Analyzed:	68
Total Samples with Layer Asbestos Content > 1%:	2

Location: HRA-1, Roof core

Lab ID-Version‡: 21341399-1

Sample Layers	Asbestos Content
Black Roofing Felt	ND
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Shingle with Black Pebbles	ND
Composite Non-Asbestos Content:	20% Glass Fibers 10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-2, Roof core

Lab ID-Version‡: 21341400-1

Sample Layers	Asbestos Content
Black Roofing Felt	ND
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Shingle with Black Pebbles	ND
Composite Non-Asbestos Content:	20% Glass Fibers 10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-3, Black flashing tar

Lab ID-Version‡: 21341401-1

Sample Layers	Asbestos Content
Black Roof Flashing	10% Chrysotile
Black Caulk	ND
Silver Foil	ND
Composite Non-Asbestos Content:	2% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: HRA-4, Black flashing tar Lab ID-Version‡: 21341402-1

Sample Layers	Asbestos Content
Orange Non-Fibrous Material	ND
Black Roof Flashing	10% Chrysotile
Black Caulk	ND
Silver Foil	ND
Composite Non-Asbestos Content:	2% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-5, White chimney covering Lab ID-Version‡: 21341403-1

Sample Layers	Asbestos Content
White Non-Fibrous Material	ND
Sample Composite Homogeneity:	Good

Location: HRA-6, White chimney covering Lab ID-Version‡: 21341404-1

Sample Layers	Asbestos Content
White Non-Fibrous Material	ND
Sample Composite Homogeneity:	Good

Location: HRA-7, Black penetration tar Lab ID-Version‡: 21341405-1

Sample Layers	Asbestos Content
Black Tar	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-8, Black penetration tar Lab ID-Version‡: 21341406-1

Sample Layers	Asbestos Content
Black Tar	ND
Sample Composite Homogeneity:	Good

Location: HRA-9, Black sealant between penetration and shingle Lab ID-Version‡: 21341407-1

Sample Layers	Asbestos Content
Black Sealant	ND
Composite Non-Asbestos Content:	7% Glass Fibers
Sample Composite Homogeneity:	Good

Location: HRA-10, Black sealant between penetration and shingle Lab ID-Version‡: 21341408-1

Sample Layers	Asbestos Content
Black Sealant	ND
Composite Non-Asbestos Content:	7% Glass Fibers
Sample Composite Homogeneity:	Good

Location: HRA-11, White caulk on overhang Lab ID-Version‡: 21341409-1

Sample Layers	Asbestos Content
Brown Wood	ND
Black Debris	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: HRA-12, White caulk on overhang Lab ID-Version‡: 21341410-1

Sample Layers	Asbestos Content
Black Debris	ND
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: HRA-13, Pink subfloor tar paper Lab ID-Version‡: 21341411-1

Sample Layers	Asbestos Content
Brown Wood	ND
Pink Felt	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-14, Pink subfloor tar paper Lab ID-Version‡: 21341412-1

Sample Layers	Asbestos Content
Pink Felt	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-15, Black subfloor tar paper Lab ID-Version‡: 21341413-1

Sample Layers	Asbestos Content
Brown Wood	ND
Black Tar Felt	ND
Yellow Mastic	ND
Composite Non-Asbestos Content:	65% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-16, Black subfloor tar paper Lab ID-Version‡: 21341414-1

Sample Layers	Asbestos Content
Black Tar Felt	ND
Composite Non-Asbestos Content:	60% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-17, DWSC Lab ID-Version‡: 21341415-1

Sample Layers	Asbestos Content
Off-White Drywall with Brown Paper and Paint	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-18, DWSC Lab ID-Version‡: 21341416-1

Sample Layers	Asbestos Content
Off-White Drywall with Brown Paper	ND
White Joint Compound	ND
Beige Tape	ND
White Compound with Paint	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-19, DWSC Lab ID-Version‡: 21341417-1

Sample Layers	Asbestos Content
Off-White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-20, DWSC

Lab ID-Version‡: 21341418-1

Sample Layers	Asbestos Content
Off-White Drywall with Brown Paper	ND
White Joint Compound	ND
Beige Tape	ND
White Compound with Paint	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-21, Fireplace caulk

Lab ID-Version‡: 21341419-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-22, Fireplace caulk

Lab ID-Version‡: 21341420-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-23, DWSC

Lab ID-Version‡: 21341421-1

Sample Layers	Asbestos Content
Off-White Drywall with Brown Paper	ND
White Joint Compound	ND
Beige Tape	ND
White Compound with Paint	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: HRA-24, Bathroom sink caulk Lab ID-Version‡: 21341422-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-25, Bathroom sink caulk Lab ID-Version‡: 21341423-1

Sample Layers	Asbestos Content
Beige Fibrous Material	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-26, Door frame caulk Lab ID-Version‡: 21341424-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk	ND
Composite Non-Asbestos Content:	6% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-27, Window frame caulk Lab ID-Version‡: 21341425-1

Sample Layers	Asbestos Content
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-28, Fibrous siding Lab ID-Version‡: 21341426-1

Sample Layers	Asbestos Content
Off-White Semi-Fibrous Material with Paint	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-29, Fibrous siding Lab ID-Version‡: 21341427-1

Sample Layers	Asbestos Content
Off-White Semi-Fibrous Material with Paint	ND
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-30, White caulk between chimney and siding Lab ID-Version‡: 21341428-1

Sample Layers	Asbestos Content
Brown Wood	ND
Beige Cementitious Material	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	3% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-31, White caulk between chimney and siding Lab ID-Version‡: 21341429-1

Sample Layers	Asbestos Content
Beige Cementitious Material	ND
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-32, White door frame caulk Lab ID-Version‡: 21341430-1

Sample Layers	Asbestos Content
Beige Fibrous Material	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	2% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-33, White door frame caulk Lab ID-Version‡: 21341431-1

Sample Layers	Asbestos Content
Brown Wood	ND
Beige Fibrous Material	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	6% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-34, Window frame caulk Lab ID-Version‡: 21341432-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-35, Window frame caulk Lab ID-Version‡: 21341433-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

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Eurofins Built Environment Testing East
6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built

Client: Geo Hydro Engineers
C/O: Tyler Kelly, Mayah Kirson
Re: 381 Harbins Road ACM and LBP; 252737.60

Date of Sampling: 10-10-2025
Date of Receipt: 10-13-2025
Date of Report: 10-16-2025

ASBESTOS PLM REPORT

Location: HRA-36, White gutter sealant Lab ID-Version‡: 21341434-1

Sample Layers	Asbestos Content
White Sealant	ND
Sample Composite Homogeneity:	Good

Location: HRA-37, White gutter sealant Lab ID-Version‡: 21341435-1

Sample Layers	Asbestos Content
White Sealant	ND
Sample Composite Homogeneity:	Good

Location: HRA-38, Window frame caulk Lab ID-Version‡: 21341436-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Fibrous Material	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-39, Door frame caulk Lab ID-Version‡: 21341437-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-40, Kitchen counter caulk Lab ID-Version‡: 21341438-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-41, Kitchen counter caulk Lab ID-Version‡: 21341439-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-42, White soffit caulk Lab ID-Version‡: 21341440-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-43, White soffit caulk Lab ID-Version‡: 21341441-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-44, White paint-like coating Lab ID-Version‡: 21341442-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Beige Non-Fibrous Material with Paint	ND
Sample Composite Homogeneity:	Good

Location: HRA-45, White paint-like coating Lab ID-Version‡: 21341443-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Beige Non-Fibrous Material with Paint	ND
Sample Composite Homogeneity:	Good

Location: HRA-46, Door frame caulk Lab ID-Version‡: 21341444-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-47, Window frame caulk Lab ID-Version‡: 21341445-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-48, White duct mastic

Lab ID-Version‡: 21341446-1

Sample Layers	Asbestos Content
Transparent Mastic	ND
Silver Foil	ND
White Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: HRA-49, Grey duct mastic

Lab ID-Version‡: 21341447-1

Sample Layers	Asbestos Content
Transparent Mastic	ND
Silver Foil	ND
Gray Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: HRA-50, White duct mastic

Lab ID-Version‡: 21341448-1

Sample Layers	Asbestos Content
Yellow Insulation	ND
Transparent Mastic	ND
Beige Paper	ND
Transparent Mastic 2	ND
Silver Foil	ND
White Mastic	ND
Composite Non-Asbestos Content:	8% Mineral Wool 6% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: HRA-51, Grey duct mastic Lab ID-Version‡: 21341449-1

Sample Layers	Asbestos Content
Yellow Insulation	ND
Brown Non-Fibrous Material	ND
Black Mastic	ND
Silver Foil	ND
Transparent Mastic	ND
Gray Mastic	ND
Silver Foil 2	ND
Transparent Mastic 2	ND
Composite Non-Asbestos Content:	4% Mineral Wool
Sample Composite Homogeneity:	Poor

Location: HRA-52, Fiberglass TSI with white mastic Lab ID-Version‡: 21341450-1

Sample Layers	Asbestos Content
White Mastic	ND
Black Fibrous Material	ND
Orange Insulation	ND
Beige Paper	ND
Silver Foil	ND
Composite Non-Asbestos Content:	65% Mineral Wool 5% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-53, Fiberglass TSI with white mastic Lab ID-Version‡: 21341451-1

Sample Layers	Asbestos Content
White Mastic	ND
Black Fibrous Material	ND
Orange Insulation	ND
Beige Paper	ND
Silver Foil	ND
Composite Non-Asbestos Content:	65% Mineral Wool 5% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: HRA-54, Fiberglass TSI with white mastic

Lab ID-Version‡: 21341452-1

Sample Layers	Asbestos Content
White Mastic	ND
Black Fibrous Material	ND
Orange Insulation	ND
Beige Paper	ND
Silver Foil	ND
Composite Non-Asbestos Content:	65% Mineral Wool 5% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-55, Old roof debris

Lab ID-Version‡: 21341453-1

Sample Layers	Asbestos Content
Black Roofing Felt	ND
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Shingle with Green Pebbles	ND
Composite Non-Asbestos Content:	20% Glass Fibers 10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-56, Old roof debris

Lab ID-Version‡: 21341454-1

Sample Layers	Asbestos Content
Black Roofing Felt	ND
Black Roofing Shingle with Green Pebbles	ND
Composite Non-Asbestos Content:	20% Glass Fibers 15% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-57, Blown in insulation

Lab ID-Version‡: 21341455-1

Sample Layers	Asbestos Content
Tan Insulation	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-58, Blown in insulation Lab ID-Version‡: 21341456-1

Sample Layers	Asbestos Content
Tan Insulation	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-59, Dormer caulk Lab ID-Version‡: 21341457-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	4% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-60, Dormer caulk Lab ID-Version‡: 21341458-1

Sample Layers	Asbestos Content
Off-White Caulk with Paint	ND
Peach Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: HRA-61, Fiberglass insulation with black coating Lab ID-Version‡: 21341459-1

Sample Layers	Asbestos Content
Brown Paper	ND
Black Mastic	ND
Yellow Insulation	ND
Composite Non-Asbestos Content:	40% Mineral Wool 7% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: HRA-62, Fiberglass insulation with black coating Lab ID-Version‡: 21341460-1

Sample Layers	Asbestos Content
Brown Wood	ND
Brown Paper	ND
Black Mastic	ND
Yellow Insulation	ND
Composite Non-Asbestos Content:	40% Mineral Wool 10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-63, Baseboard caulk Lab ID-Version‡: 21341461-1

Sample Layers	Asbestos Content
Beige Wood	ND
Beige Paper	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	6% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-64, Baseboard caulk Lab ID-Version‡: 21341462-1

Sample Layers	Asbestos Content
Beige Paper	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	6% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-65, Crown molding caulk Lab ID-Version‡: 21341463-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	3% Cellulose
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: HRA-66, Crown molding caulk Lab ID-Version‡: 21341464-1

Sample Layers	Asbestos Content
Brown Wood	ND
White Caulk with Paint	ND
Composite Non-Asbestos Content:	3% Cellulose
Sample Composite Homogeneity:	Good

Location: HRA-67, DWSC Lab ID-Version‡: 21341465-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
White Joint Compound	ND
Beige Tape	ND
White Compound with Paint	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: HRA-68, DWSC Lab ID-Version‡: 21341466-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
White Joint Compound	ND
Beige Tape	ND
White Compound with Paint	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

PROJECT ANALYSTS AND SIGNATORY REPORT

Project Analysts



Analyst: Abbey Arnold



Analyst: Megan Shekell

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400 Chastain Center Boulevard, Suite 430		Project Number:	252737.60
Kennesaw, GA, 30144		Project Address:	
		Project City, State, Zip:	Dacula, GA 30019
Report To (Name):	Tyler Kelly, Mayah K.		
Report To (email):	tkelly@geohydro.com, mkirson@geohydro.com		
		TAT:	Standard
Inspector Name(s):	Mayah Kirson, Hevan Morgan		
Inspection Date(s):	10/10/2025		

	Sample ID	Sample Description	Location	Comments	Analysis Requested
1	HRA-1	Roof core	Roof		Asbestos - PLM
2	HRA-2	Roof core	Roof		Asbestos - PLM
3	HRA-3	Black flashing tar	Roof		Asbestos - PLM
4	HRA-4	Black flashing tar	Roof		Asbestos - PLM
5	HRA-5	White chimney covering	Roof		Asbestos - PLM
6	HRA-6	White chimney covering	Roof		Asbestos - PLM
7	HRA-7	Black penetration tar	Roof		Asbestos - PLM
8	HRA-8	Black penetration tar	Roof		Asbestos - PLM
9	HRA-9	Black sealant between penetration and shingle	Roof		Asbestos - PLM
10	HRA-10	Black sealant between penetration and shingle	Roof		Asbestos - PLM
11	HRA-11	White caulk on overhang	Roof		Asbestos - PLM
12	HRA-12	White caulk on overhang	Roof		Asbestos - PLM
13	HRA-13	Pink subfloor tar paper	1st floor		Asbestos - PLM
14	HRA-14	Pink subfloor tar paper	1st floor		Asbestos - PLM
15	HRA-15	Black subfloor tar paper	1st floor		Asbestos - PLM
16	HRA-16	Black subfloor tar paper	1st floor		Asbestos - PLM
17	HRA-17	DWSC	1st floor		Asbestos - PLM
18	HRA-18	DWSC	1st floor		Asbestos - PLM
19	HRA-19	DWSC	1st floor		Asbestos - PLM
20	HRA-20	DWSC	1st floor		Asbestos - PLM
21	HRA-21	Fireplace Caulk	1st floor		Asbestos - PLM
22	HRA-22	Fireplace Caulk	1st floor		Asbestos - PLM
23	HRA-23	DWSC	1st floor		Asbestos - PLM
24	HRA-24	Bathroom sink caulk	1st floor		Asbestos - PLM
25	HRA-25	Bathroom sink caulk	1st floor		Asbestos - PLM
26	HRA-26	Door frame caulk	1st floor		Asbestos - PLM
27	HRA-27	Window frame caulk	1st floor		Asbestos - PLM
28	HRA-28	Fibrous siding	Exterior		Asbestos - PLM
29	HRA-29	Fibrous siding	Exterior		Asbestos - PLM
30	HRA-30	White caulk between chimney and siding	Exterior		Asbestos - PLM
31	HRA-31	White caulk between chimney and siding	Exterior		Asbestos - PLM
32	HRA-32	White door frame caulk	Exterior		Asbestos - PLM
33	HRA-33	White door frame caulk	Exterior		Asbestos - PLM
34	HRA-34	Window frame caulk	Exterior		Asbestos - PLM
35	HRA-35	Window frame caulk	Exterior		Asbestos - PLM
36	HRA-36	White gutter sealant	Exterior		Asbestos - PLM
37	HRA-37	White gutter sealant	Exterior		Asbestos - PLM
38	HRA-38	Window frame caulk	1st floor		Asbestos - PLM
39	HRA-39	Door frame caulk	1st floor		Asbestos - PLM
40	HRA-40	Kitchen counter caulk	1st floor		Asbestos - PLM
41	HRA-41	Kitchen counter caulk	1st floor		Asbestos - PLM
42	HRA-42	White soffit caulk	Exterior		Asbestos - PLM
43	HRA-43	White soffit caulk	Exterior		Asbestos - PLM
44	HRA-44	White paint-like coating	Exterior		Asbestos - PLM
45	HRA-45	White paint-like coating	Exterior		Asbestos - PLM
46	HRA-46	Door frame caulk	2nd floor		Asbestos - PLM
47	HRA-47	Window frame caulk	2nd floor		Asbestos - PLM
48	HRA-48	White duct mastic	Attic		Asbestos - PLM
49	HRA-49	Gray duct mastic	Attic		Asbestos - PLM
50	HRA-50	White duct mastic	Attic		Asbestos - PLM
51	HRA-51	Gray duct mastic	Attic		Asbestos - PLM
52	HRA-52	Fiberglass TSI with white mastic	Attic		Asbestos - PLM
53	HRA-53	Fiberglass TSI with white mastic	Attic		Asbestos - PLM
54	HRA-54	Fiberglass TSI with white mastic	Attic		Asbestos - PLM
55	HRA-55	Old roof debris	Attic		Asbestos - PLM
56	HRA-56	Old roof debris	Attic		Asbestos - PLM
57	HRA-57	Blown in insulation	Attic		Asbestos - PLM
58	HRA-58	Blown in insulation	Attic		Asbestos - PLM
59	HRA-59	Dormer caulk	2nd floor		Asbestos - PLM
60	HRA-60	Dormer caulk	2nd floor		Asbestos - PLM
61	HRA-61	Fiberglass insulation with black coating	2nd floor		Asbestos - PLM
62	HRA-62	Fiberglass insulation with black coating	2nd floor		Asbestos - PLM
63	HRA-63	Baseboard caulk	1st floor		Asbestos - PLM
64	HRA-64	Baseboard caulk	1st floor		Asbestos - PLM
65	HRA-65	Crown molding caulk	1st floor		Asbestos - PLM
66	HRA-66	Crown molding caulk	1st floor		Asbestos - PLM
67	HRA-67	DWSC	1st floor		Asbestos - PLM
68	HRA-68	DWSC	1st floor		Asbestos - PLM

Relinquished by:	Mayah Kirson	10/10/25 15:30
Recieved by:	Alicia Warren	10/13/25 10:25AM

004265617

ANALYTICAL LABORATORY REPORT
PAINT CHIP SAMPLES

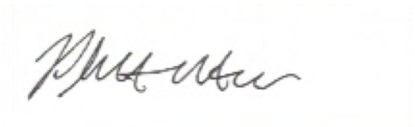
eurofins | Built Environment Testing

Report for:

Tyler Kelly, Mayah Kirson, Jake Richards
Geo Hydro Engineers
400 Chastain Center Boulevard, Suite 430
Kennesaw, GA 30144

Regarding: Eurofins Built Environment Testing West, LLC
Project: 381 HarbinsRoad ACM and LBP; 252737.60
EML ID: 4265741

Approved by:



Approved Signatory
Philip Newton

Dates of Analysis:
Lead - Flame AA: 10-20-2025

Service SOPs: Lead - Flame AA (EB-BC-S-8443)
AIHA LAP, LLC accredited service, Lab ID #178697

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Sample size, as it relates to Wipe samples only, is supplied by the client.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.
Eurofins Built Environment Testing West, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins Built Environment Testing West
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Geo Hydro Engineers
C/O: Tyler Kelly, Mayah Kirson, Jake Richards
Re: 381 HarbinsRoad ACM and LBP; 252737.60

Date of Sampling: 10-10-2025
Date of Receipt: 10-13-2025
Date of Report: 10-20-2025

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	HRL-1: White paint -like coating	HRL-2: Blue exterior paint	HRL-3: Teal exterior door paint	HRL-4: White exterior paint
Comments (see below)	None	None	None	None
Lab ID-Version‡:	21344289-1	21344290-1	21344291-1	21344292-1
Analysis Date:	10/20/2025	10/20/2025	10/20/2025	10/20/2025
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	0.0039%	0.0040%	0.0039%	0.0039%
Sample size	0.2550 grams	0.2500 grams	0.2597 grams	0.2590 grams
§Total Lead Result	5.2%	0.052%	< 0.0039%	0.061%

Comments:

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

Estimated accuracy is solely based on recovery data from internal laboratory control samples at the 95% confidence interval (k ~ 2) of the level of concern, derived from a 1,000-ppm certified lead reference.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing West
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Geo Hydro Engineers
C/O: Tyler Kelly, Mayah Kirson, Jake Richards
Re: 381 HarbinsRoad ACM and LBP; 252737.60

Date of Sampling: 10-10-2025
Date of Receipt: 10-13-2025
Date of Report: 10-20-2025

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	HRL-5: White interior wall paint	HRL-6: Teal interior wall and cabinet paint	HRL-7: Brown interior door paint	HRL-8: Light green floor paint
Comments (see below)	None	None	None	None
Lab ID-Version‡:	21344293-1	21344294-1	21344295-1	21344296-1
Analysis Date:	10/20/2025	10/20/2025	10/20/2025	10/20/2025
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	0.0039%	0.0039%	0.0040%	0.0039%
Sample size	0.2567 grams	0.2593 grams	0.2500 grams	0.2592 grams
§Total Lead Result	< 0.0039%	0.0042%	< 0.0040%	0.69%

Comments:

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

Estimated accuracy is solely based on recovery data from internal laboratory control samples at the 95% confidence interval (k ~ 2) of the level of concern, derived from a 1,000-ppm certified lead reference.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing West
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Geo Hydro Engineers
C/O: Tyler Kelly, Mayah Kirson, Jake Richards
Re: 381 HarbinsRoad ACM and LBP; 252737.60

Date of Sampling: 10-10-2025
Date of Receipt: 10-13-2025
Date of Report: 10-20-2025

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	HRL-9: Blue foor paint	HRL-10: Dark green floor paint	HRL-11: White fireplace paint
Comments (see below)	None	None	None
Lab ID-Version‡:	21344297-1	21344298-1	21344299-1
Analysis Date:	10/20/2025	10/20/2025	10/20/2025
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	0.0039%	0.0039%	0.0039%
Sample size	0.2573 grams	0.2592 grams	0.2588 grams
§Total Lead Result	1.5%	0.88%	1.4%

Comments:

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

Estimated accuracy is solely based on recovery data from internal laboratory control samples at the 95% confidence interval (k ~ 2) of the level of concern, derived from a 1,000-ppm certified lead reference.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing West
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

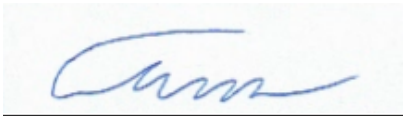
Client: Geo Hydro Engineers
C/O: Tyler Kelly, Mayah Kirson, Jake Richards
Re: 381 HarbinsRoad ACM and LBP; 252737.60

Date of Sampling: 10-10-2025
Date of Receipt: 10-13-2025
Date of Report: 10-20-2025

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Alex Nguyen

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by AIHA LAP, LLC, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

	Geo-Hydro Engineers, Inc.		Project Name:	381 Harbins Road ACM and LBP
	400 Chastain Center Boulevard, Suite 430		Project Number:	252737.60
	Kennesaw, GA, 30144		Project Address:	
			Project City, State, Zip:	Dacula, GA
	Report To (Name):	Tyler Kelly, Jake Richards, Mayah K.		
	Report To (email):	tkelly@geohydro.com, jrichards@geohydro.com, mkirson@geohydro.com		
			TAT:	Standard
	Inspector Name(s)	Mayah Kirson, Haven Morgan		
	Inspection Date(s)	10/10/2025		

	Sample ID	Sample Description	Location	Comments	Analysis Requested
1	HRL-1	White paint-like coating	Exterior		Lead - Flame AA
2	HRL-2	Blue exterior paint	Exterior		Lead - Flame AA
3	HRL-3	Teal exterior door paint	Exterior		Lead - Flame AA
4	HRL-4	White exterior paint	Exterior		Lead - Flame AA
5	HRL-5	White interior wall paint	Interior		Lead - Flame AA
6	HRL-6	Teal interior wall and cabinet paint	Interior		Lead - Flame AA
7	HRL-7	Brown interior door paint	Interior		Lead - Flame AA
8	HRL-8	Light green floor paint	Interior		Lead - Flame AA
9	HRL-9	Blue floor paint	Interior		Lead - Flame AA
10	HRL-10	Dark green floor paint	Interior		Lead - Flame AA
11	HRL-11	White Fireplace paint	Interior		Lead - Flame AA

Relinquished by:	Mayah Kirson		10/10/25 15:30
Recieved by:	Atria Warren		10/13/25 10:25 AM

004265741

RESUMES AND CERTIFICATIONS

Haven Morgan

Staff Environmental Scientist

1 Year Experience – 1 Year with Geo-Hydro

Experience

Mr. Morgan performs Phase I and Phase II environmental assessments of developed and undeveloped properties throughout the southeast. Mr. Morgan conducts site assessments and prepares technical documents which include Phase I and II environmental reports and hazardous building materials reports. Mr. Morgan performs soil and groundwater sampling.

Specialties

Phase I & II Environmental Site Assessments, Hazardous Building Materials Investigations

Certifications

- OSHA HAZWOPER 40 Hour
- Asbestos In Buildings: Inspection and Assessment
- Radon Measurement Specialist

Education

B.S. in Environmental Science – Kennesaw State University, 2023

Typical Project Experience

Commercial
Phase I/II ESAs, HBMIs
Greater Atlanta Area, Georgia

Government
Phase I/II ESAs, HBMIs
Greater Atlanta Area, Georgia

Industrial
Phase I/II ESAs, HBMIs
Greater Atlanta Area, Georgia

Large Residential
Phase I/II ESAs, HBMIs
Greater Atlanta Area, Georgia

The Environmental Institute

Haven Morgan

Social Security Number -XXX-XX-8515
Geo-Hydro Engineers, Inc. - 400 Chastain Center Boulevard, Kennesaw, GA 30144

Has completed 4 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector Refresher

April 15, 2025
Course Date

20414
Certificate Number

April 15, 2025
Examination Date

April 15, 2026
Expiration Date

Beverly B. Campbell - Course Director/Training Manager



(Approved by the ABIH Certification Maintenance Committee for 1/2 CM point - Approval #11-577)
Florida Accreditation #0002805; Tennessee Accreditation #A-TP-IR-148-139089; Alabama Accreditation # SS-2210-ASBTPR-01

TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

Mayah Kirson

Staff Industrial Hygienist

3 Years Experience

Experience

Ms. Kirson offers experience in radon measurement, asbestos surveys, lead-based paint inspections, mold and moisture assessments, hazardous building materials investigations, and air sampling to help clients recognize hazards in educational, commercial, industrial, and residential settings. Ms. Kirson has completed 150+ Phase I Environmental Site Assessments (ESAs) of developed and undeveloped properties throughout the southeast. Ms. Kirson conducts site assessments and prepares technical documents including Phase I ESAs and industrial hygiene technical reports.

Specialties

Multifamily Residential and Commercial Radon Testing, Asbestos Surveys, Lead-Based Paint Inspections, and Mold and Moisture Assessments

Certifications

- Asbestos In-Buildings Inspector Certification
- Lead Inspector Certification
- NRSB Radon Measurement Specialist
- OSHA HAZWOPER 40 Hour
- American Red Cross Basic Life Support Certification

Education

B.S. in Environmental Health Science – University of Georgia, 2022

Relevant Past Projects

Holy Innocence Episcopal School
Atlanta, Georgia – 2024
Conducted mold in air sampling utilizing a sampling pump and spore trap cassettes. Provided mold and moisture consulting utilizing a moisture meter and thermal camera.

River Mill Apartments
Athens, Georgia – 2024
Conducted asbestos bulk sampling and a lead-based paint survey across five apartment buildings requiring 1500+ samples.

Little River Park House
Woodstock, Georgia – 2024
Conducted an asbestos and a lead-based paint survey and a hazardous building materials inventory (HBMI). Performed asbestos abatement confirmation air sampling using Transmission Electron Microscopy (TEM) methods.

Elea Apartments
Marietta, Georgia – 2023
Conducted asbestos bulk sampling for a project requiring 200+ samples. Collected water samples to assess lead in drinking water.

Typical Project Experience

Commercial
Phase I ESAs, HBMI, Asbestos Surveys, Lead-Based Paint Inspections, Mold and Moisture Consulting, Air Sampling
Greater Atlanta Area, Georgia

Industrial
Phase I ESA, HBMI, Air Sampling, Noise Dosimetry
Greater Atlanta Area, Georgia

Large Residential
Phase I ESAs, HBMI, Asbestos Surveys, Lead-Based Paint Inspections, Radon Testing, Mold and Moisture Consulting
Greater Atlanta Area, Georgia

Educational
Phase I ESAs, Mold and Moisture Consulting
Greater Atlanta Area, Georgia

The Environmental Institute

Mayah Kirson

Social Security Number -XXX-XX-6390
Geo-Hydro Engineers, Inc. - 400 Chastain Center Boulevard, Suite 430, Kennesaw, GA 30144

Has completed 4 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

Asbestos in Buildings: Inspector Refresher

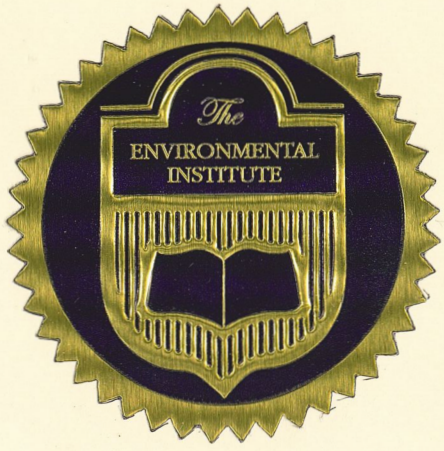
January 24, 2025
Course Date

January 24, 2025
Examination Date

January 24, 2026
Expiration Date

20279
Certificate Number

Beverly B. Campbell- Course Director/Training Manager



(Approved by the ABIH Certification Maintenance Committee for 1/2 CM point - Approval #11-577)
Florida Accreditation #0002805; Tennessee Accreditation #A-TP-IR-148-139089; Alabama Accreditation # SS-2210-ASBTPR-01

TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

B. Tyler Kelly, CIH

Industrial Hygiene Practice Lead

10 Years Experience - 7 Years with Geo-Hydro

Experience

Mr. Kelly is equipped with the experience, knowledge, and skills to anticipate, recognize, evaluate, and control hazards in workplaces and communities. Mr. Kelly provides investigation services for known or suspected hazards, assists in navigating regulations, and makes recommendations for hazard prevention or mitigation. Mr. Kelly also has extensive experience with Phase I ESAs, Phase II environmental investigations, and navigation of EPA, GEPD Brownfield Program, and GEPD HSRA Release Notification regulations.

Specialties

- Asbestos Surveys and Lead-Based Paint Inspections
- Hazardous Materials Inventory
- Multifamily Residential and Commercial Radon Testing
- Mold and Moisture Assessments
- Noise Assessments
- Indoor/Outdoor Air Quality Assessments
- Georgia Brownfield Program Projects
- Georgia HSRA Release Notification Projects

Certifications

- Certified Industrial Hygienist – Credential Number 12429 CP
- Asbestos In-Buildings Inspector Certification
- Asbestos Management Planner Certification
- Asbestos Air Sampling and Analysis Training (NIOSH 582 Equivalent)
- Lead Inspector Certification
- NRSB Radon Measurement Specialist
- OSHA HAZWOPER 40 Hour
- OSHA HAZWOPER Supervisor 8 Hour

Education

B.S. in Earth and Atmospheric Sciences – Georgia Institute of Technology, 2013

Relevant Past Projects

Savannah Air National Guard Base
Georgia – 2017, 2023

Conducted thorough pre-demolition asbestos surveys and lead-based paint screens on several buildings slated for possible demolition. The scope of work for the buildings inspected in 2023 also included inspections for other hazardous materials such as mercury and PCB containing equipment. Managed personnel and sampling activities for the duration of the project.

Georgia Army National Guard Readiness Centers – Former Indoor Firing Ranges
Georgia – 2019, 2020

Collaborated in managing initial and post-cleaning lead wipe sampling for 25 decommissioned indoor firing ranges at readiness centers throughout the state of Georgia to determine concentrations of lead on surfaces within the former firing ranges. Conducted field activities and managed personnel and field activities throughout the project.

Solis Gainesville – Brownfield Site
Georgia – 2020-2022

Performed Phase I ESA and Phase II environmental investigation, prepared HSRA release notification for on-site contamination and carried the project though the Georgia Brownfield Program.

Franklin County Georgia Renewable Power Plant
Franklin County, Georgia –2020

Performed air monitoring for particulates, nitrogen dioxide, sulfur dioxide, carbon dioxide, and ozone at locations surrounding the Franklin County Georgia Renewable Power Plant. Also conducted noise testing at locations surrounding the plant. Conducted field activities and managed personnel and field activities throughout the project.

Dalton State College
Dalton, Georgia – 2020

Provided mold in air sampling services in response to a faculty complaint with the objective of determining the mold spore count in indoor air.

Georgia Tech Ivan Allen College of Liberal Arts - 781 Marietta Street NW
Atlanta, Georgia – 2022

Conducted a thorough pre-renovation hazardous building materials investigation (asbestos, lead-based paint, fluorescent lights and ballasts, PCB/mercury-containing equipment, etc.).

Piedmont Athens Regional Medical Center – Prince 1 Tower
Athens, Georgia – 2019

Conducted a thorough pre-demolition asbestos survey on an entire four-story hospital wing known as Prince I Tower. Managed personnel and sampling activities for the duration of the multiple week project.

Lockheed Martin Aeronautics Company
Marietta, Georgia – 2020

Conducted a thorough pre-demolition hazardous building materials inventory (HBMI) on several decommissioned buildings. The HBMI included inspections for asbestos, lead-based paint, and other hazardous materials such as mercury and PCB containing equipment. Also conducted hexavalent chromium wipe sampling at fume hoods in a former laboratory and at a former paint booth. Also conducted surface litmus testing to screen for acid hazards in a former laboratory setting. Managed personnel and sampling activities for the duration of the multiple week project.

Donut Store
Georgia – 2023

Provided mold in air sampling services and a thorough mold and moisture investigation at a nationally recognized donut store. Also performed air quality screening and temperature and humidity measurements.

Other Typical Project Experience

K-12 Education
East Cobb Middle School HBMI
Cobb County, Georgia

Commercial
Duluth Multifamily Development
Pre Demolition HBMI
Duluth, Georgia

Government
Greene County Airport Project
Phase I/II ESAs, Soil Remediation Oversight
Greene County, Georgia

Industrial
Nanogate-Techniplas Plant
Asbestos, Lead-Based Paint
Dalton, Georgia

Large Residential
Brookwood Multifamily HBMI and Vapor Intrusion Mitigation System Design
Cobb County, Georgia

The Environmental Institute

Tyler Kelly

Social Security Number - XXX-XX-7154
Geo-Hydro Engineers, Inc. - 400 Chastain Center Boulevard, Suite 430, Kennesaw, GA 30144

Has completed 8 hours of coursework and satisfactorily passed an examination that meets all criteria required for EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation

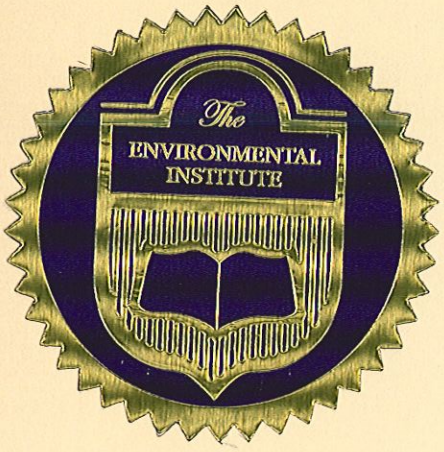
Asbestos in Buildings: Inspector & Management Planner Refresher

May 13, 2025
Course Date

May 13, 2025
Examination Date

May 13, 2026
Expiration Date

20473
Certificate Number



Beverly B. Campbell - Course Director/Training Manager

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-583)
Florida Accreditation #0002805; Tennessee Accreditation #A-TP-IR-148-139089 and A-TP-MPR-148-139091
Alabama Accreditation # SS-2210-ASBTPR-01
TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075
Phone: 770-427-3600 - Website: www.tei-atl.com

HONORING OUR PAST, BUILDING OUR FUTURE
EST. CITY OF 1905
DACULA

MEMO

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator

DATE: November 26, 2025.

SUBJECT: Amendment to Alcoholic Beverages Ordinance

The City of Dacula's Alcoholic Beverages Ordinance has been piecemealed together over the years. Updating the Ordinance will eliminate duplicate sections, provide a greater number of economic development opportunities, consistent language and formatting, and bring the City's regulations up to date with standards in Gwinnett County and across Georgia.

The recommended updates include:

- Including definitions for brewpub, distillery, and indoor special event facility in the definitions section rather than multiple times throughout the articles;
- Defining Downtown Overlay District, City Core Park, Downtown Pub, Art Shop, Tap Room, and Wholesaler;
- Creating an outside consumption policy for the City Core;
- Re-ordering and reformatting Articles II-IV to eliminate duplicate language;
- Creating provisions to regulate breweries, downtown pubs, and distilleries;
- Updating the City's special event provisions to decrease bureaucratic burden on staff and applicants; and
- Removing home delivery license.

Staff requests approving the recommended resolution effective January 1, 2026.

AN ORDINANCE TO AMEND THE CITY OF DACULA CITY CODE RELATED TO ALCOHOLIC BEVERAGES

Chapter 4, City of Dacula Code of Ordinances

WHEREAS, the City has reviewed its policies and procedures with respect to the Alcoholic Beverages; and

WHEREAS, the current references to Alcoholic Beverages are outdated and should be updated and adjusted for current conditions; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to adopt the revisions, changes in Amendments to Chapter 4 of the City Code of Ordinances related to Alcoholic Beverages outlined herein;

NOW THEREFORE**,** THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the City Code, Chapter 4, Alcohol Beverages be amended as follows:

SECTION 1

The existing Chapter 4, Alcoholic Beverages is amended as marked on Exhibit "A" attached hereto and incorporated herein by reference. The subsections and provisions stricken through in Exhibit "A" are hereby deleted and the new provisions outlined in Exhibit "A" are hereby adopted.

SECTION 2

The City Administrator and Director of Planning and Economic Development are further authorized to correct typographical errors in the text of the existing Development Regulations and to produce and publish a final codified version of the Development Regulations with the amendments and revisions outlined herein.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendments outlined herein shall be effective January 1, 2026 upon their adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of December, 2025

AYES: ___

NAYES: ___

_____
HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

_____
BRITTNI NIX,
CITY ADMINISTRATOR

Chapter 4 ALCOHOLIC BEVERAGES[1]

ARTICLE I. IN GENERAL

Sec. 4-1. Sale in incorporated area of City; license a privilege.

(a) Alcoholic beverages may be sold in the incorporated area of the City under a license granted by the mayor and council upon the terms and conditions hereafter provided.

(b) All licenses herein shall be a mere grant of privilege to carry on the business during the term of the license subject to all terms and conditions imposed by the City Code and state law.

(c) All licenses hereunder shall have printed on the front these words:

"This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted."

(d) Any holder of a license issued pursuant to this chapter is required to apply for and obtain an alcoholic beverage license from the state before any sales commence. Additionally, City licensees are required to abide by all applicable state regulations and laws.

(Code 1993, § 5.64.010; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Art shop. A retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts; or to selling and displaying portraits, paintings, sculptures, art supplies and similar art work and crafts.

Beer or *malt beverage* means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than 14 percent alcohol by volume, and including ale, porter, brown, stout, lager beer, small beer, hard cider and strong beer. Also included are beverages known as "non-alcoholic beer" which is made by fermentation of any infusion or decoction of barley, malt, hops, or other products, and containing less than three percent, but more than 0.1 percent alcohol by volume. The term "malt beverage" does not include sake, known as Japanese rice wine.

***Brewery.* A facility that manufactures malt beverages.**

***Brewpub.* Any eating establishment in which malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on premises and sold in draft form.**

[1]State law reference(s)—Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.

Brown bagging. **Brown bagging refers to the practice of customers, patrons, or guests bringing alcoholic beverages into an establishment that is open to the public; this practice is commonly referred to as "bring your own bottle." This practice is prohibited in Dacula except in the case of art shops that are licensed as an art shop under this chapter, which may allow customers to bring in a bottle or bottles of wine and/or malt beverages subject to the specific provisions governing the operation of an art shop.**

City administrator means the City administrator of the City of Dacula or any person designated by the City administrator to perform such duties as required under this chapter.

City Core District **means property within the external boundaries delineated by Sanjo Street, Harbins Road and McMillan Road, which include the City's new City Hall, amphitheater, green space, and parking deck.**

City Core Park **means the public areas within the City Core District, including the amphitheater and the adjacent gathering spaces. The City Core Park does not include Maple Creek Park across McMillan Road.**

Distilled spirits. **Any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume including, but not limited to, all fortified wines.**

Distillery. **A facility that manufactures distilled spirits.**

Downtown Overlay District (DOD) **means any parcels located within the Downtown Overlay District boundaries as defined in article IX, Section 917 of the Zoning Ordinance Resolution.**

Downtown pub. **A brewpub establishment not exceeding 2,000 gross square feet which is located within Downtown Overlay District, as defined in Article IX, Section 917, of the Zoning Resolution, and may sell malt beverages, wine, and/or distilled spirits with no minimum food sales requirement. A full-service kitchen is not required. See section 4-273 for further provisions.**

Eating establishment means any public place, including a place available for rental by the public, selling prepared food for consumption by the public on the premises with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.

Growler means a reusable glass jug used to transport draft ~~beer~~ **malt beverages** for off-premises consumption that is not to exceed 68 ounces and not less than 12 ounces and is filled with ~~beer~~ **malt beverages** from a keg by a licensee or an employee of a licensee holding a license as a retail dealer of ~~beer~~ **malt beverages** sold in original packages for consumption off the premises from the City or holding a license as a growler shop subject to the provisions of section 4-292.

Indoor commercial recreational establishment.

(1) The term "indoor commercial recreational establishment" is limited to establishments:

   a. That regularly serve prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or foods and recreation activities; and

   b. Wherein the sale of food and alcoholic beverages is incidental to its primary enterprise and activity on the premises.

(2) The primary activity on the premises of the indoor commercial recreational establishment shall be family-oriented in nature, generally to mean a use which attracts a range of individuals from all age groups. Uses may specifically include, but are not limited to, dinner theaters, bowling centers, and other similar uses. Outdoor commercial recreation is not included, nor shall concession sales of

alcoholic beverages be permitted. Bingo parlors, dance halls, night clubs, taverns, billiard parlors, video arcades, skating arenas, adult entertainment and/or sexually related entertainment activities, and similar uses are specifically excluded from this definition of indoor commercial recreational establishments, provided that no indoor commercial recreational establishment shall offer alcoholic beverages for sale during the time it is sponsoring events which primarily attract persons under the lawful drinking age in the state.

Indoor publicly owned civic and cultural center.

(1) The term "indoor publicly owned civic and cultural center" is limited to publicly owned establishments:

a. That regularly serve food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or foods and recreational, promotional or entertainment or operational activities; and

b. Wherein the sale of food and alcoholic beverages are incidental to its primary enterprise and activity on the premises.

(2) The term "indoor publicly owned civic and cultural centers" may include renovated courthouses used as civic and cultural centers.

Indoor special event facility means a privately-owned commercial establishment which:

(1) Provides a gathering space for rental purposes for special events;

(2) Serves prepared food at every event held at the facility at which alcohol is consumed and has a food or catering preparation area consisting of a sink and warming unit(s), where food is prepared and/or staged;

(3) Charges a rental fee for use of the event facility for special events;

(4) Has at least 2,000 square feet of enclosed heated space;

(5) May allow professional, live, or musical entertainment to be performed on-site indoors during a private special event or a properly permitted special event; and

(6) Does not allow sexually related adult entertainment as defined in Chapter 12, Article IX, of this Code to be performed in the event facility.

License means an authorization granted by the City to operate as a retail consumption dealer, retail package dealer or wholesale dealer.

Licensee means the individual to whom a license is issued or, in the case of a partnership or corporation, all partners, officers, and directors of said partnership or corporation.

Liter means metric measurement currently used by the United States.

Manufacturer. **Any maker, producer, or bottler of an alcoholic beverage. It would also include a brewer of malt beverages or distiller of distilled spirits.**

Mixed drink. **An alcoholic mixed drink which is a combination of one or more distilled spirits, malt beverages, and/or wine and mixed with other non-alcoholic ingredients such as soda, fruit juice, flavored syrup, cream, or similar.**

Mobile food vendor-served eating establishment. **A public place which is located within the Downtown Overlay District, as defined in Article 9, Section 917, of the Zoning Resolution that sells prepared food for consumption by the public where the food is prepared by one or more food trucks or similar mobile kitchen.**

Minor. **When used in this chapter, minor shall refer to any person or persons under the legal age for consumption or possession of alcoholic beverages as defined in O.C.G.A. § 3-3-23, and any subsequent amendment thereto.**

Outdoor dining area. **A space in which a licensee serves food and beverages as part of the operation of the licensed premises as a sidewalk cafe. An outdoor dining area must be located adjacent to the licensed restaurant and may only be separated from the licensee's premises by a sidewalk.**

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasi-public.

Pouring permit means an authorization granted by the City **or designee** to dispense, sell, serve, take orders, or mix alcoholic beverages in establishments licensed as a retail consumption dealer.

Retail package dealer means any person who sells unbroken packages, at retail only to consumers and not for resale.

Taproom. **A room or establishment where alcoholic drinks are served over a counter.**

Tasting room. **An outlet operated by a licensee for the instructional or educational promotion of wine and/or malt beverages by providing complimentary samples or samples for sale to the public for the sale of retail inventory on hand.**

Wholesaler **or** ***wholesale dealer.*** **Any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.**

Wine. **Any alcoholic beverage containing not more than 24 percent alcohol made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. Wine includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage.**

(Code 1993, § 5.64.020; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Note(s)—The definitions set forth in O.C.G.A. § 3-1-2 ("Alcoholic Beverages—General Provisions—Definitions"), shall be effective as definitions of the words, terms and phrases used in this chapter. All words, terms and phrases used herein, other than those specifically defined elsewhere in this chapter, shall have the respective meanings ascribed to them in O.C.G.A. § 3-1-2, and shall have the same scope and effect that the same words, terms and phrases have where used in O.C.G.A. § 3-1-2.

Sec. 4-3. Penalties.

Any person who violates any provisions of the sections in this chapter may, upon conviction, be punished by a fine of not less than $500.00 for each offense and/or 30 days in the county jail, unless a different penalty is set out herein.

(Code 1993, § 5.64.030; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-4. Sale or possession for sale without license or beyond boundaries of premises covered by license.

It shall be unlawful for any person to sell, or possess for the purpose of sale, any alcoholic beverage where the person does not have a license granted by the City to sell or possess for sale these alcoholic beverages, or to sell or make deliveries beyond the boundaries of the premises covered by the license. Violations of this section shall result in a fine of not less than $500.00 and/or 30 days in jail.

(Code 1993, § 5.64.040; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-5. Distance requirements.

(a) No person may sell or offer to sell any alcoholic beverage in or within 100 yards of a church building or within 200 yards of any school building, educational building, or school grounds.

(b) The school building or educational building referred to in this section shall apply only to state, county, City or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common school and colleges of this state, including pre-kindergarten schools which provide state-accredited pre-kindergarten programs of instruction and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b). The term "school building" includes only those structures in which instruction is offered.

(c) The term "church building," as used herein, shall mean the main structure used by any religious organization for purposes of worship.

(d) For the purposes of this section, distance shall be measured in a straight line from the main entrance of the school or church building in question to the main entrance of the establishment for the sale of alcoholic beverages in question.

(e) No location which is licensed to sell alcoholic beverages on the effective date of the ordinance from which this chapter is derived shall be denied continued operation under an existing license, or denied any renewal of such license, nor shall any new owner of said location be denied a new license based upon the measurements set forth in this section.

(f) As to any location licensed in the future, if the distance requirements herein are met at the time of issuance of any license, the subsequent opening and operation of a church or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property.

(Code 1993, § 5.64.050; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-6. Separate application and separate license for each location of sale.

Separate applications must be made for each location and separate licenses must be issued.

(Code 1993, § 5.64.060; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-7. Application forms.

(a) All persons, firms or corporations desiring to sell alcoholic beverages shall make application on the form prescribed by the City administrator or his / her designee.

(b) The application shall include, but shall not be limited to, the name and address of the applicant; the proposed business to be carried on; if a partnership, the names and residence addresses of the partners; if a corporation, the names of the officers, the name and address of the registered agent for service of process, the name of the manager, and the names of all shareholders holding more than 20 percent of any class of corporate stock, or any other entity having a financial interest in each entity which is to own or operate the establishment for which a license is sought. If the manager changes, the applicant must furnish the City administrator and the City marshal the name and address of the new manager and other information as requested within ten days of such change.

(c) All applicants shall furnish data, fingerprints, financial responsibility and other records as required by the City administrator and to ensure compliance with the provisions of this article. Failure to furnish data pursuant to such request shall automatically serve to dismiss the application with prejudice.

(d) All applications shall be sworn to by the applicant before a notary public or other officer empowered by law to administer oaths.

(e) In all instances in which an application is denied under the provisions of this chapter the applicant may not reapply for a license for at least one year from the final date of such denial.

(f) The City administrator shall provide written notice to any applicant whose application is denied under the provision of this chapter. Such written notification shall set forth in reasonable detail the reasons for such denial and shall advise the applicant of the right to appeal under the provisions of this chapter.

(Code 1993, § 5.64.070; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-8. Withdrawal of application.

Any license application made pursuant to this chapter may be withdrawn by the applicant at any time. If the application is withdrawn before the license is issued, any sums deposited as license fees will be refunded. After issuance of the license, no refunds will be made. No refunds shall be made under any circumstances for investigative and administrative expenses required herein.

(Code 1993, § 5.64.080; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-9. Licensing qualifications.

(a) No license for the sale of alcohol shall be granted to any applicant who is not a citizen of the United States, a legal permanent resident eighteen (18) years of age or older, or a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., eighteen (18) years of age or older lawfully present in the United States.

(b) Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers, and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this chapter. In the case of a partnership, the license will be issued to all the partners owning at least 20

percent of the partnership, or if no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed.

(c) No person, firm or corporation shall be granted any alcoholic beverage license unless it shall appear to the satisfaction of the City administrator or his/her designee that such person, partners in the firm, officers and directors of the corporation have not been convicted or plead guilty or entered a plea of nolo contendere, and has been released from parole or probation, to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, solicitation of sodomy, or any sexually related crime within a period of ten years immediately prior to the filing of such application. At the time an application is submitted for any alcoholic beverage license, the applicant shall, by a duly sworn affidavit, certify that the applicant, nor any of the other owners of the establishment, has not been convicted or has pleaded guilty or entered a plea of nolo contendere and has not been released from parole or probation to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, solicitation of sodomy, or any sexually related crime within a period of ten years immediately prior to the filing of such application. An applicant's first-time conviction for illegal possession of alcohol as a misdemeanor or violation of a City ordinance shall not, by itself, make an applicant ineligible for an alcohol license. Should any applicant, partner, or officer used in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, solicitation of sodomy, or any sexually related crime, the license shall be immediately revoked and cancelled.

(d) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within ten years prior to the filing of application for such license.

(e) It shall be unlawful for any City employee directly involved in the issuance of alcoholic beverage licenses under this section, to have any whole, partial or beneficial interest in any license to sell alcoholic beverages in the City.

(f) No license for the sale of alcoholic beverages shall be granted to any person who has had any license issued under the police powers of the county previously revoked within two years prior to the filing of the application.

(g) The City administrator **or his / her designee** may decline to issue a license when any person having any ownership interest in the operation of such place of business or control over such place of business does not meet the same character requirements as herein set forth for the licensee.

(h) All licensed establishments must have and continuously maintain in the county a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of the county. The licensee shall file the name of such agent, along with the written consent of such agent, with the City administrator or his/her designee and shall be in such form as he may prescribe.

(i) All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks, or other employees shall be of like character. Corporate or firm applicants shall be of good business reputation.

(j) A license application may be denied to any applicant for any alcoholic beverage license where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage

its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.

(k) The City administrator, in his**/her** discretion, may consider any extenuating circumstances which may reflect favorably or unfavorably on the applicant, application or the proposed location of the business. If, in his**/her** judgment, circumstances are such that granting of the license would not be in the best interest of the general public, such circumstances may be grounds for denying the application.

(l) For purposes of this section, a conviction or plea of guilty or nolo contendere shall be ignored as to any offense for which the defendant was allowed to avail themselves of the Georgia First Offender Act (Ga. Laws 1968, p. 324), as amended. Except, however, that any such offense shall not be ignored where the defendant violated any term of probation imposed by the court granting first offender treatment or committed another crime and the sentencing court entered an adjudication of guilt as to the crime for which the defendant had previously been sentenced as a first offender.

(Code 1993, § 5.64.090; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-10. Fee scale.

Before a license shall be granted, the applicant therefor shall comply with all rules and regulations adopted by the mayor and council regulating the sale of alcoholic beverages and each applicant shall pay a license fee in accordance with the scale fixed from time to time by the mayor and council contained in this chapter and kept on file in the office of the City administrator or his/her designee.

(Code 1993, § 5.64.100; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-11. Fees enumerated.

License **and administrative** fees applicable to this chapter are set out as follows:

(1) Retail dealers of ~~beer~~ **malt beverages**, wine and distilled spirits to be consumed on the premises: $6,000.00 per year for first fixed bar; ~~Sunday sales: $1,500.00 per year additional.~~

(2) Retail dealers of distilled spirits to be consumed on the premises: $4,800.00 per year for first fixed bar; ~~Sunday sales: $1,000.00 per year additional.~~

(3) Retail dealers of ~~beer~~ **malt beverages** to be consumed on the premises: $600.00 per year; ~~Sunday sales: $250.00 per year additional.~~

(4) Retail dealers of wine to be consumed on the premises: $600.00 per year; ~~Sunday sales: $250.00 per year.~~

(5) Retail dealers of ~~beer~~ **malt beverages** and wine to be consumed on the premises: $1,200.00 per year; ~~Sunday sales: $500.00 per year.~~

(6) Retail dealers of ~~beer~~ **malt beverages** sold in original packages for consumption off the premises: $600.00 per year; ~~Sunday sales: $250.00 per year additional.~~

(7) Retail dealers of wine sold in original packages for consumption off the premises: $600.00 per year; ~~Sunday sales: $250.00 per year additional.~~

(8) Retail dealers of ~~beer~~ **malt beverages** and wine sold in original packages for consumption off the premises: $1,200.00 per year; ~~Sunday sales: $500.00 per year additional.~~

(9) Retail dealers of ~~beer~~ **malt beverages**, wine and distilled spirits sold in original packages for consumption off the premises: $6,000.00 per year.

(10) Wholesale dealers in ~~beer~~ **malt beverages**, whose principal place of business is in the City: $750.00 per year.

(11) Wholesale dealers in wine, whose principal place of business is in the City: $750.00 per year.

(12) Wholesale dealers in ~~beer~~ **malt beverages** and wine, whose principal place of business is in the City: $1,500.00 per year.

(13) Wholesale dealers in distilled spirits, whose principal place of business is in the City: $2,000.00 per year.

(14) Wholesale dealers in alcoholic beverages, whose principal place of business is not in the City: $500.00 per year.

(15) Any additional fixed bar at any previously licensed location for consumption of distilled spirits on the premises: $750.00 per year.

(16) Any movable bar at any previously licensed location for consumption of distilled spirits on the premises: $250.00 per year.

(17) Brewpub **& Downtown pub**: $**1,000.00** ~~750.00~~ per year.

(18) Growler shops: $500.00 per year.

(19) Brewer's license: $1,800.00 per year.

(20) Distiller's license: $2,000.00 per year.

(21) Art shop license: $1,200.00 per year.

(22) Indoor special events facility license: $1,200.00 per year.

(23) Special event, off-site consumption permit filing fee: $25.00 and permit fee of $50.00 per day up to a maximum of $1,000.00 (20 events).

(24) Malt beverage/wine tasting permit: $200.00 per year.

(25) ~~Off-premises licenses for caterer to sell alcoholic beverages~~ **Catering license:** $200.00 per year. Note: Caterer must hold an on-premises alcoholic beverage sales license from the City and meet the requirements of O.C.G.A. § 3-11-1 et seq.

~~(26) In addition to any authorizations provided by state law, on-premise permit holders may apply for a "home delivery license" to allow them to deliver alcohol under the provisions of O.C.G.A. § 3-3-10.~~

~~The fee for such home delivery license shall be $125.00. o~~

(27) Investigative & administrative fee: $500.00.

(Code 1993, § 5.64.110; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 1-7-2021(1), § 1; Ord. of 2-4-2021(1), § 1; Ord. of 6-3-2021(1), § 2)

Sec. 4-12. Collections of sums due.

In the event any person, firm or corporation shall fail to pay the sum due under this chapter, the City administrator or his/her designee shall issue an execution against the person, firm or corporation so delinquent, and his or its property, for the amount of the delinquent fee or tax.

(Code 1993, § 5.64.120; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-13. Transferability of license.

(a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided herein.

(b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of 45 days from the date of death or until expiration of the license or until approval of a new licensee, whichever shall first occur, provided that no sale of alcoholic beverages shall be allowed until such time as a personal representative of the estate, appointed by a probate court of competent jurisdiction, shall make application for authorization with the City administrator or his/her designee.

(c) In the event that a license is surrendered, or a licensee severs his**/her** association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of 45 days from the date of surrender, or from the date determined by the City administrator or his/her designee to be the date of severance, provided no such sale shall be authorized until such time as a new application for a license is made, said application indicating that no change of ownership has occurred, except as excepted herein. Upon issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.

(d) Nothing in this section, however, shall prohibit one or more of the partnership holding a license to withdraw from the partnership in favor of one or more of the partners who were partners at the time of the issuance of the license.

(e) This section shall not prohibit transfer of stock between persons who held stock in the corporation at the time of issuance of the license nor shall it prohibit transfers of stock which do not result in any person increasing his stock holdings to a total of ten percent or more of any class of stock.

(f) Except as provided above, any change in the ownership of any entity owning a licensed establishment shall cancel and revoke any license hereunder automatically, without the necessity of any hearing.

(g) Violation of this section shall result in revocation of the license being used and a fine on the new ownership and the old ownership of not less than $300.00 and/or 30 days in jail. No license will be issued to the old or the new owner in the county for one year from the date of the violation.

(h) Should a licensee make application to the City administrator or his/her designee for a transfer of location and should such a transfer of a location be approved, with no change of ownership of the business, the license fee paid for the previous license shall be applied to the new location. Each applicant for a transfer of location shall pay a transfer fee in an amount as established by the City council from time to time.

(Code 1993, § 5.64.130; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-14. Display at place of business.

The City alcoholic beverage license shall at all times be kept plainly exposed to view, to the public, at the place of business of the licensee.

(Code 1993, § 5.64.140; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-15. Expiration; renewal.

(a) All licenses granted hereunder shall expire on December 31 of each year. Licensees who desire to renew their license shall file application, with the requisite fee heretofore provided, with the City administrator or his/her designee on the form provided for renewal of the license for the ensuing year. Applications for renewal must be filed before November 30 of each year. Any renewal applications received after November 30 shall pay, in addition to said annual fee, a late charge of 20 percent. If a license application is received after January 1, such application shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been held. If license application is received after January 1, investigative and administrative costs will be assessed.

(b) All licenses granted hereunder shall be for the calendar year and the full license fee must be paid for a license application filed prior to July 1 of the license year. One-half of a full license fee shall be paid for a license application filed after July 1 of the license year.

(c) Any person renewing any license issued hereunder who shall pay the required fee, or any portion thereof, after January 1, shall, in addition to said annual fee and late charges, pay simple interest on the delinquent balance at the annual rate then charged by the Internal Revenue Service of the United States on unpaid federal income taxes.

(Code 1993, § 5.64.150; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-16. Automatic license forfeiture for nonuse.

Any holder of any license hereunder who shall, for a period of three consecutive months after the license has been issued, cease to operate the business and sale of the product or products authorized shall, after the said three-month period, automatically forfeit the license without the necessity of any further action.

(Code 1993, § 5.64.160; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-17. Suspension or revocation of license.

(a) A license may be suspended or revoked by the City administrator or his/her designee where the licensee furnishes fraudulent or untruthful information in the application for a license and for failure to pay all fees, taxes or other charges imposed under the provisions of this chapter.

(b) Whenever the state shall revoke any permit or license to sell alcoholic beverages, the City license shall thereupon be automatically revoked. The City marshal or his designee, upon notice of this revocation from the City administrator or his/her designee, shall take the necessary steps to see that signs are removed and that all alcoholic beverage sales cease.

(c) Any licensed establishment that is found to be in violation of sections 4-35 and/or 4-41 shall be subject to immediate license revocation.

(d) The City administrator or his/her designee shall revoke the license of any licensee whose license has been suspended three or more times in any consecutive 12-month period.

(e) The City administrator or his/her designee shall revoke the license for any premises where alcoholic beverages have been sold or distributed during a period of suspension.

(f) The City administrator or his/her designee may suspend or revoke the license of any establishment which does not meet the licensing qualifications set forth in this chapter any time such knowledge becomes known to him/her.

(g) An act or omission of a licensee, owner of more than 20 percent interest in the licensed establishment, or employee of the licensee or licensed establishment willingly or knowingly performed, which constitutes a violation of federal or state law or of any provision of this chapter will subject the licensee to suspension or revocation of its license in accordance with the provisions of this chapter, when the City administrator or his/her designee determines to their own satisfaction that the act or omission did occur, regardless of whether any criminal prosecution or conviction ensues; provided, however, in the case of an employee, the City administrator or his/her designee or their designee must determine that the acts of the employee were known to or under reasonable circumstances should have been known to the licensee, were condoned by the licensee, or where the licensee has not established practices or procedures to prevent the violation from occurring.

(h) A license may be suspended or revoked by the City administrator or his/her designee whenever it can be shown that a licensee hereunder no longer maintains adequate financial responsibility upon which issuance of the license was conditioned or whenever the licensee has defaulted in any obligation of any kind whatsoever, lawfully owing to the City.

(i) Wherever this chapter permits the City administrator or his/her designee to suspend any license issued hereunder but does not mandate the period of such suspension, such discretion shall be exercised within the guidelines of this subsection.

(1) No suspension shall be for a period of time longer than the time remaining on such license.

(2) The following factors shall be considered on any revocation or suspension as set out above:

a. Consistency of penalties mandated by this chapter and those set by the City administrator or his/her designee.

b. Likelihood of deterring future wrongdoing.

c. Impact of the offense on the community.

d. Any mitigating circumstances or remedial or corrective steps taken by licensee.

e. Any aggravating circumstances or failure by the licensee to take remedial or corrective steps.

(Code 1993, § 5.64.170; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-18. Hearings.

(a) No license shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided. This provision does apply to pouring permits for employees.

(b) The City administrator or his/her designee shall provide written notice to the applicant or licensee of his order to deny, suspend or revoke the license. Such written notification shall set forth in reasonable detail the reasons for such action and shall notify the applicant or licensee of the right to appeal under the provisions of this chapter. Any applicant or licensee who is aggrieved or adversely affected by a final action of the City administrator or his/her designee may have a review thereof by appeal to the mayor and council. Such appeal shall be by written petition, filed in the office of the City administrator or his/her designee within 15 days after the final order or action of the City administrator or his/her designee and, in order to defray administrative costs, must be accompanied by a filing fee that will be in an amount as established by the City council from time to time; the filing fee for appeals relating only to pouring permits for employees shall also

be in an amount as established by the City council from time to time. The City administrator or his/her designee, at his discretion, may waive or reduce the filing fee amount if its determined the fee would create a hardship on the individual filing said appeal. The mayor and council may, at the request of the appellant, refund the filing fee by a majority vote.

(c) A hearing shall be conducted on each appeal within 30 days of the date of filing with the City administrator or his/her designee unless a continuance of such date is agreed to by the appellant and the City administrator or his/her designee. The appellant at such hearing shall have the right to be represented by an attorney, at the expense of the appellant, and to present evidence and cross examine witnesses. Should the appellant desire an official transcript of the appeal proceedings, then such request must be made at least three days prior to such hearing. The appellant shall have the burden of proof on any such appeal. Before hearing an appeal, each member of the mayor and council shall sign an affidavit to be part of the record that he is not related to or personal friends with any owner of the licensed establishment in question in the appeal being considered and that he has no financial interest in the outcome of the appeal. Should any member be unable to sign such an affidavit, that member shall not serve on that appeal and the case shall be heard by the remaining members of the mayor and council.

(d) The findings of the mayor and council shall be forwarded to the City administrator or his/her designee within 15 days after the conclusion of the hearing, and it shall be the duty of the City administrator or his/her designee to notify the appellant of the action of the mayor and council.

(e) The findings of the mayor and council shall not be set aside unless found to be:

(1) Contrary to law or ordinances;

(2) Unsupported by substantial evidence on the records as a whole; or

(3) Unreasonable.

(f) The findings of the mayor and council shall be final unless appealed within 30 days of the date of said finding by certiorari to the superior court of the county.

(Code 1993, § 5.64.180; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-19. Notice.

For the purpose of this chapter, notice shall be deemed delivered when personally served by certified mail, within three days after the date of deposit in the United States mail.

(Code 1993, § 5.64.190; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-20. Advertising; location requirements; signs.

(a) No outdoor advertising or signs with respect to the promotions of the sale of alcoholic beverages, or the prices of such beverages, shall be permitted on the exterior of any retail package outlet, on the premises consumption dealer or in the windows of any such establishment that may be viewed from outside.

(b) No signs shall be erected anywhere in the incorporated area of the City advertising or promoting the sale of alcoholic beverages, except that a store displaying its merchandise may, in the same manner as such other merchandise is displayed, erect a sign or signs indicating the counter on which the merchandise is displayed, provided the lettering of such signs does not exceed in size the lettering of signs on other counters where

other products are sold. The name, brand or type of alcoholic beverage served and the price per serving may be provided to customers on a regular printed menu.

(c) Retail package licensees shall indicate plainly by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed, the price of an alcoholic beverage exposed or offered for sale. No other sign may be exposed prominently within or without the retail establishment showing prices or indicating that alcoholic beverages are for sale on the premises.

(d) Alcoholic beverages may not be priced on signs, menus or any place else allowed by this Code except as to single units or unbroken package quantities.

(Code 1993, § 5.64.200; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-21. Audits.

(a) In the event the City administrator or his/her designee deems it necessary to conduct an audit of the records and books of the licensee, he shall notify the licensee of the date, time and place of the audit. The City administrator or his/her designee may designate the county's internal auditor or other designated person to perform any audit authorized in this Code. The licensee shall cooperate with the audit or forfeit any license issued hereunder.

(b) All licensed establishments must maintain the following records for a three-year period and make them available for audit at the licensed premises:

(1) Monthly income or operating statements;

(2) Daily sales receipts showing liquor, ~~beer~~ **malt beverages**, wine and food sales separately (this requirement does not apply to package ~~beer~~ **malt beverages** and wine licensees);

(3) Daily cash register receipts such as Z tapes or guest tickets;

(4) Monthly state sales and use tax reports;

(5) Federal income tax return with all Form 1099s. The City administrator or his/her designee can waive all or some of the requirements of the foregoing sentence if the City administrator or his/her designee finds that no such records exist and it is not financially practical based on the net income of the licensed establishment to require them to keep such records.

(Code 1993, § 5.64.210; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-22. Retailer to purchase from licensed wholesaler only.

(a) No retailer shall purchase alcoholic beverages from any person, firm or corporation other than a wholesaler licensed under this chapter. No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed under this chapter; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.

(b) The City administrator or his/her designee may request from time to time information concerning purchases and sales of alcoholic beverages from retailers and wholesalers.

(Code 1993, § 5.64.220; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-23. Retail consumption dealers to store inventory only on premises.

No retail consumption dealer licensed hereunder shall keep any ~~beer~~ **malt beverages** or wine or other alcoholic beverages at any place except the licensed place of business.

(Code 1993, § 5.64.230; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-24. No adding to contents.

No one shall add to or permit the adding to any alcoholic beverage or refill any alcoholic beverage manufacturer's container in any manner.

(Code 1993, § 5.64.240; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-25. Poured alcohol to be transported by employees.

Poured alcoholic beverages will be transported from point of dispensing to the customer by permitted employees only.

(Code 1993, § 5.64.250; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-26. Licenses to maintain a copy of this chapter; employers to be familiar with terms; licensee responsible for violations.

Each licensed alcoholic beverage dealer hereunder shall keep a current copy of this chapter in the licensed premises and shall instruct any person working there with respect to the terms hereof; and each licensee, the licensee's agents and employees selling alcoholic beverages shall at all times be familiar with the terms hereof.

(Code 1993, § 5.64.260; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-27. Employment of underage persons prohibited; exceptions.

(a) No person shall allow or require a person in his employment under 18 years of age to dispense, serve, sell, or take orders for any alcoholic beverage.

(b) The provisions of this section shall not prohibit persons under 18 years of age who are employed in supermarkets or convenient stores or drugstores from selling or handling alcoholic beverages which are sold for consumption off the premises.

(c) It is unlawful for any person under the age of 18 years of age to work as an entertainer in any establishment licensed hereunder without written consent from parents or guardian.

(Code 1993, § 5.64.270; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-28. Failure to require and properly check identification.

It shall be a violation not to require and properly check identification to ensure an underage person is not sold, served, or has in his possession, alcoholic beverages while in a licensed establishment. The term "identification" in this section shall mean any document issued by a governmental agency containing a description of the person, such person's photograph and giving such person's date of birth and shall include, without being limited to, a U.S. passport, U.S. military ID card, U.S. driver's license or state department of public safety identification card.

(Code 1993, § 5.64.280; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-29. Sales to underage person prohibited.

No holder or employee of the holder of a license authorizing the sale of alcoholic beverages shall do any of the following upon the licensed premises:

(1) Sell or offer to sell any distilled spirits, wines, malt beverages, or any other alcoholic beverage to any person under the age of 21 years.

(2) The prohibition in subsection (1) of this section shall not apply with respect to the sale of distilled spirits to a person when such person has furnished proper identification showing that the person to whom the distilled spirits are being sold is 21 years of age or older. For the purpose of this subsection, the term "proper identification" means any document issued by a government agency containing a description of the person, such person's photograph or both, and giving such person's date of birth, including, but not limited to, a U.S. passport, U.S. military identification card, U.S. driver's license, or U.S. identification card authorized under an Act to require the department of public safety to issue identification cards to persons who do not have a motor vehicle driver's license. Proper identification shall not include a birth certificate.

(3) Sell or offer to sell any alcoholic beverages to any person who is noticeably intoxicated, or who is of unsound mind, or who is a habitual drunkard whose intemperate habits are known to said licensee or his employees.

(4) Sell alcoholic beverages upon the licensed premises or permit alcoholic beverages to be consumed thereon on any day or at any time when the sale or consumption is prohibited by law.

(5) No person who holds a license to sell alcoholic beverages by the drink shall allow any minors to be in, frequent or loiter about the licensed premises of the establishment or lounge unless such minors are accompanied by a parent, legal guardian, or custodian; provided, however, that such minors shall be permitted in eating establishments, or indoor commercial recreational establishments, as defined in this chapter, without being accompanied by a parent, legal guardian, or custodian and, provided, further, that this section shall not apply to minors who are employees under the terms of this chapter.

(6) The penalty for violation of this section by an individual shall be as follows:

a. For the first offense, a minimum fine of $250.00.

b. For the second offense and subsequent violations within one year, a minimum fine of $500.00.

(7) Any licensed establishment where three or more violations of this section or section 3-3-23 of Georgia Alcoholic Beverage Laws and Regulations have occurred within any 36-month period shall be punished as follows:

a. For the third offense within any 36-month period, suspension of license for a period not exceed 90 days.

b. For the fourth and any subsequent violation within any 36-month period, suspension of license for a period not to exceed one year.

c. As to the penalties in this subsection (7), if there is a change in a majority of the licensed establishment's owners, partners or shareholders, the violations under the old ownership shall not count against the new owners; however, a different corporation, partnership or other association will be charged with the violations of its predecessor if a majority of the owners, partners or shareholders are the same.

(Code 1993, § 5.64.290; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-30. Purchase or possession of alcoholic beverages by underage persons.

(a) No person under the age of 21 shall purchase or possess any alcoholic beverage.

(b) No person under the age of 21 years shall attempt to purchase any alcoholic beverage or misrepresent his age in any manner whatever for the purpose of obtaining alcoholic beverages.

(Code 1993, § 5.64.300; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

~~Sec. 4-31. Regulations as to employees and managers.~~

~~(a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence.~~

~~(b) Where the applicant is a partnership, limited liability company or corporation, the provisions of this section shall apply to all its partners, officers, managers and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this subsection. In the case of a partnership, the license will be issued to all the partners owning at least 20 percent of the partnership. If no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. In the case of a limited liability company, the license will be issued jointly to the limited liability company and managers.~~

~~(c) No person, firm, limited liability company or corporation shall be granted any alcoholic beverage license unless it shall appear to the satisfaction of the City or its designee that such person, managers, partners in the firm, or officers and directors of the corporation have not been convicted or plead guilty or entered a plea of nolo contendere to and have been released from parole or probation concerning any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation, or any related crime of a sexual nature within a period of ten years immediately prior to the filing of such application. At the time an application is submitted for any alcoholic beverage license, the applicant shall, by a duly sworn affidavit, certify that neither the applicant nor any of the other owners of the establishment has been convicted or has pleaded guilty or entered a plea of nolo contendere to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a~~

manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation, or any related crime of a sexual nature within a period of ten years immediately prior to the filing of such application. An applicant's first conviction for illegal possession of alcohol as a misdemeanor or violation of a county ordinance shall not, by itself, make an applicant ineligible for an alcohol license. Should any applicant, partner, or officer instrumental in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation, or any related crime of a sexual nature, the license shall be immediately revoked and cancelled.

(d) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony within ten years prior to the filing of application for such license.

(e) It shall be unlawful for any City employee directly involved in the issuance of alcoholic beverage licenses under this chapter to have any whole, partial or beneficial interest in any license to sell alcoholic beverages in the City.

(f) No license for the sale of alcoholic beverages shall be granted to any person who has had any license issued under the police powers of the City or Gwinnett County previously revoked within two years prior to the filing of the application.

(g) The City or its designee may decline to issue a license when any person having any ownership interest in the operation of such place of business or control over such place of business does not meet the same character requirements as set forth in this section for the licensee.

(h) All licensed establishments must have and continuously maintain in Gwinnett County or any county contiguous to Gwinnett County, a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of said county. The licensee shall file the name of such agent, along with the written consent of such agent, with the City or its designee and shall be in such form as it may prescribe.

(i) All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks, or other employees shall be of like character. Corporate or firm applicants shall be of good business reputation.

(j) A license application may be denied to any applicant for any alcoholic beverage license where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person who would not otherwise qualify for a license for any reason whatsoever.

(k) For purposes of this chapter, a conviction or plea of guilty [or] nolo contendere shall be ignored as to any offense for which a defendant who was allowed to avail themselves of the Georgia First Offender Act (1968 Ga. Laws, page 324), as amended. Except, however, that any such offense shall not be ignored where the defendant violated any term of probation imposed by the court granting first offender treatment or committed another crime and the sentencing court entered an adjudication of guilt as to the crime for which the defendant had previously been sentenced as a first offender.

(Code 1993, § 5.64.310; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 10-3-2024(1), § 4)

Sec. 4-32. Open area and patio sales.

(a) Alcoholic beverage sales can be made by a licensed consumption-on-the-premises establishment in a patio/open area type environment if the establishment has been approved to do so by the City administrator or his/her designee.

(b) The requirement for approval is that the patio/open area be enclosed by some structure providing for public ingress/egress only through the main licensed premises. The purpose of this requirement is to prevent a customer from leaving the outside sales area with an open drink without the licensee's knowledge.

(c) The height of such structure shall be a minimum of 3½ feet above ground level. It does not have to be solid nor does it have to restrict visibility into or out of the patio/open sales area. It must be permitted and approved by the City's building inspection department and the county's fire department as required by their governing regulations or codes.

(d) The only entrance or exit from this type of area is to be through the licensed establishment's main premises and through an approved fire exit (not for general public use unless a public safety emergency exists). The fire exit should be of the type that sounds an alarm so that the establishment will be alerted in the event of unauthorized use when no emergency exists.

(e) In the event that a licensee desires a patio/open sales area inside an existing structure, plans will be reviewed and approved on an individual basis by the City administrator or his/her designee. Interior type patio/open sales areas must also meet the requirements of the county's development and fire codes.

(f) Nothing contained herein shall prohibit a hotel or motel with a consumption-on-the-premises license from making sales and allowing consumption of alcoholic beverages in ballrooms, meeting rooms, reception rooms, or patio areas of such hotel or motel, provided such functions are catered in connection with a meeting, conference, convention or similar type gathering at such hotel or motel. Patio areas, as that term is used herein, do not have to conform to the standards in this section.

(Code 1993, § 5.64.320; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-33. ~~No outside~~ Outside consumption.

~~(a) It is prohibited for customers to leave the premises with open alcoholic beverages and it is the licensee's responsibility to ensure that no open beverages are sold and carried out.~~

~~(b) It is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages.~~

~~(c) It is prohibited for the manager or any employee to allow persons to gather outside an alcoholic beverage establishment and consume alcoholic beverages.~~

(a) Other than specifically provided for in this section, it is prohibited for customers to leave alcoholic beverage establishment premises with open alcoholic beverages and it is the licensee's responsibility to ensure that no open alcoholic beverages are carried out. However, nothing in this section shall be construed to prohibit the carrying out of wine or malt beverages for consumption at a golf course.

(b) Outside consumption in the Downtown Overlay District shall be limited to the City Core Park and the City Core District. Individuals may purchase alcoholic beverages for consumption in the City Core District, including City Core Park, under the following conditions:

(1) The alcoholic beverage has been purchased from a licensed eating establishment, brewery, downtown pub, and/or authorized mobile vendor-served establishment located in the City Core District.

(2) The alcoholic beverage is served in a clear, non-glass container from a licensed establishment within the City Core District.

(c) It is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages unless such consumption takes place within the City Core District during hours and under the rules established herein.

(d) It is prohibited for the manager or any employee of an alcoholic beverage establishment to allow persons to gather outside an alcoholic beverage establishment and consume alcoholic beverages unless such consumption takes place within the City Core District during permitted hours of sale and under the rules established herein. Outside consumption shall be limited to the City Core District.

(Code 1993, § 5.64.330; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-34. Specifications of premises.

(a) No alcoholic beverage license for the sale of any alcoholic beverage shall be issued to any person unless the building in which the business will be located is complete and detailed plans of said building and outside premises are attached to the application, or unless proposed plans and specifications and a building permit of a proposed building to be built are attached to the application. The completed building or the proposed building shall comply with ordinances of the City, and regulations of the state revenue commissioner and the state. The proposed building shall also be subject to final inspection and approval when completed by the building inspector. Each building in which the business will be located shall contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times so as to reveal all of the outside premises of such building. Each applicant for an alcoholic beverage license shall attach to the application evidence of ownership of the building or proposed building, or a contractual right to purchase the land/building or proposed building or a copy of the lease if the applicant is leasing the building. If the applicant is a franchisee, then such applicant shall attach a copy of the franchise agreement or contract with the application. All premises for which an alcoholic beverage license shall be issued shall afford therein adequate sanitary toilet facilities and shall be adequately illuminated so that all hallways, passageways and open areas may be clearly seen by the customers therein.

(b) No alcoholic beverage license for the retail sale of package distilled spirits shall be issued to any person unless the completed building or the proposed building shall comply with ordinances of the City, and regulations of the state revenue commissioner and the state. The proposed building shall also be subject to issuance of final inspection and approval when completed by the building inspector. Each building in which the business will be located shall contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times from the front of the street on which the building is located so as to reveal all of the outside premises of such building. Each applicant for an alcoholic beverage license shall attach to the application evidence of ownership or a contractual right to purchase the land and/or the building or proposed building or a copy of the lease if the applicant is leasing the building. With respect to the retail sale of package distilled spirits, the applicant shall attach to the license application a copy of the site plan, survey stamped by a registered surveyor with all distances appropriately marked and a rendering of the proposed building. Interior plans, floor plans and detailed plans of the building are not required or requested at the time of application. If the applicant is a franchisee, then such applicant shall attach a copy of the franchise agreement or contract with the application. All premises for which an alcoholic

beverage license shall be issued shall afford therein adequate sanitary toilet facilities and shall be adequately illuminated so that all hallways, passageways and open areas may be clearly seen by the customers therein. The proposed building shall be a stand-alone structure not attached to any other structure.

(c) It shall be unlawful to sell or dispense any alcoholic beverages from or at a drive-in, drive-thru, drive-up, or service bay, window or other facility. Further, curb service is expressly prohibited.

(Code 1993, § 5.64.340; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-35. Solicitation prohibited.

No retail consumption dealers licensed hereunder shall require, permit, suffer, encourage, or induce any employee or person to solicit in the licensed premises for himself, or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic beverage or non-alcoholic beverage or money with which to purchase the same; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for himself or for others, the purchase by the patron of any drink, whether an alcoholic beverage or nonalcoholic beverage or money with which to purchase the same.

(Code 1993, § 5.64.350; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-36. Noise from establishments prohibited.

It shall be unlawful for any establishment licensed under this chapter to make or cause to be made any loud, unnecessary or unusual sound or noise which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of others in the City, and which is audible to a person of normal hearing ability from the nearest property line of the business in question. In no event, however, shall any such loud, unnecessary or unusual sound or noise be made by an establishment licensed under this chapter between the hours of ~~10:00~~ **11:00** p.m. and 8:00 a.m.

(Code 1993, § 5.64.360; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-37. Inspection of licensed establishments by the City marshal.

Sworn officers of the county police department and the City marshal shall have the authority to inspect establishments licensed under the alcoholic beverage ordinances of the City during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. This section is not intended to limit the authority of any other City officer to conduct inspections authorized by other provisions of the county code.

(Code 1993, § 5.64.370; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-38. Establishment can be closed in cases of emergency.

The City marshal or his designee, or the county police department, may immediately close an establishment licensed under this chapter in case of emergency, for the safety of the public or to investigate a crime, for a period of time not to exceed 24 hours.

(Code 1993, § 5.64.380; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-39. Sale on election days.

Pursuant to the delegation of authority granted to this governing authority by O.C.G.A. § 3-3-20(b)(2)(B), the sale by wholesale and retail of alcoholic beverages shall be lawful during the polling hours of any election; provided, however, nothing herein shall authorize the sale of alcoholic beverages within 250 feet of a polling place during such time as the polls are open.

(Code 1993, § 5.64.390; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-40. Bring your own bottle, "brown bagging" prohibited.

It is prohibited for any person to bring in his own alcoholic beverage (brown bag) in any establishment either licensed or unlicensed to serve alcoholic beverages **except in the case of art shops that are licensed as an art shop under this chapter, which may allow customers to bring in a bottle or bottles of wine and/or malt beverages subject to the specific provisions governing the operation of an art shop.**

(Code 1993, § 5.64.400; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-41. Types of entertainment, attire and conduct prohibited.

(a) *Preamble and purpose.*

(1) Based upon the experiences of other urban counties and municipalities, including, but not limited to, Atlanta and Fulton County, Georgia; Gwinnett County, Georgia; DeKalb County, Georgia; Austin, Texas; Seattle and Renton, Washington; New York, New York; Los Angeles, California; and Ft. Lauderdale and Palm Beach, Florida; which experiences the mayor and council believe are relevant to the problems faced by the City and based upon the evidence and testimony of the citizens and experts who have appeared before such bodies, the mayor and council take note of the notorious and self-evident conditions attendant to the commercial exploitation of human sexuality, which do not vary greatly among generally comparable communities within our country.

(2) Moreover, it is the finding of the mayor and council that public nudity and semi-nudity, under certain circumstances, particularly circumstances relating to the sale and consumption of alcoholic beverages in so-called "nude bars" or establishments offering so-called "nude entertainment," "adult entertainment," or "erotic entertainment" begets criminal behavior and tends to create undesirable community conditions. Among the acts of criminal behavior identified with nudity and alcohol are disorderly conduct, prostitution, and drug trafficking and use. Among the undesirable community conditions identified with nudity and alcohol are depression of property values in the surrounding neighborhoods, increased expenditure for and allocation of law enforcement personnel to preserve law and order, increased burden on the judicial system as a consequence of the criminal behavior herein above described, and acceleration of community blight by the concentration of such establishments in particular areas. Therefore, the limitation of nude or semi-nude conduct in establishments licensed to sell alcohol for consumption on the premises is in the public welfare and is a matter of governmental interest and concern to prevent the occurrence of criminal behavior and undesirable community conditions normally associated with establishments which serve alcohol and also allow and/or encourage nudity or semi-nudity.

(b) *Prohibited.* Any establishment licensed under the provisions of this chapter is prohibited from permitting, or engaging in, the following activities:

(1) The employment or use of any person, in any capacity, in the sale or service of alcoholic beverages while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or of any portion of the pubic hair, anus, cleft of the buttocks, vulva or genitals;

(2) Live entertainment which provides or features nude or semi-nude or erotic dancing, or the performance of obscene acts or acts which simulate:

a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;

b. The touching, caressing or fondling of the breast, buttock, anus or genitals; or

c. The displaying of the pubic hair, anus, vulva or genitals;

(3) The showing of any film, still pictures, electronic reproduction or other visual reproductions depicting any of the acts described in subsection (b)(2) of this section which are obscene under state law; or

(4) The holding, promotion or allowance of any contest, promotion, special night or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the above-prohibited conduct.

(c) *Mainstream activity excluded.* Notwithstanding the prohibitions in subsection (b) of this section, nothing in this chapter shall, or is intended to, apply to theatrical or motion picture performance houses, museums, or the like where the consumption or service of alcohol is not a primary purpose or mainstream activity of such establishment.

(Code 1993, § 5.64.410; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-42—4-70. Reserved.

ARTICLE II. RETAIL SALES OF DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES

Sec. 4-71. Type of retail establishments.

(a) The City Administrator or his/her designee may issue an alcoholic beverage license to the following establishments for the on-premises consumption of malt beverages and/or wine only.

(b) Unless otherwise specified here within, any establishment which sells malt beverages and/or wine for on-premises consumption must derive at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

~~(~~a~~c~~**)** ~~No distilled spirits may be sold by the drink for consumption on the premises where sold except:~~ ***The following uses are eligible for an administrative license:***

(1) ~~In~~ Eating establishments ~~regularly serving prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), regularly serving food~~

~~every hour they are open and deriving at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.~~

(2) ~~In~~ Indoor recreation establishments

a. ~~The term "indoor commercial recreational establishment" is limited to establishments:~~

~~1. That regularly serve prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or foods and recreation activities; and~~

~~2. Wherein the sale of food and alcoholic beverages is incidental to its primary enterprise and activity on the premises.~~

b. ~~The primary activity on the premises of the indoor commercial recreational establishment shall be family-oriented in nature, generally to mean a use which attracts a range of individuals from all age groups. Uses may specifically include, but are not limited to, dinner theaters, bowling centers, and other similar uses. Outdoor commercial recreation is not included, nor shall concession sales of alcoholic beverages be permitted. Bingo parlors, dance halls, night clubs, taverns, billiard parlors, video arcades, skating arenas, adult entertainment and/or sexually related entertainment activities, and similar uses are specifically excluded from this definition of indoor commercial recreational establishments, provided that no indoor commercial recreational establishment shall offer alcoholic beverages for sale during the time it is sponsoring events which primarily attract persons under the lawful drinking age in the state.~~

(3) ~~In an~~ Indoor publicly owned civic and cultural centers ~~capable of serving prepared food, with a full-service kitchen (a full-service kitchen will consist of three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve good every hour they are open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or foods and recreation activities. When eating establishments are located in hotels, motels and high-rise office and apartment buildings, every entrance to the establishment shall be from a public lobby, hallway, mall or other publicly used interior portion of the primary use structure.~~

(4) Brewery or distillery with a taproom

(5) Indoor special event facilities

(d) ***The following uses require review and approval from the City council:***

(1) Downtown pubs of less than 2,000 s.f. (see section 4-273).

(~~b~~**e**) No licensee under this article shall allow on the premises any gambling, lottery, video poker machines, pusher machines, and other similar machines or games that simulate casino, blackjack, poker, slot and other games of skill or chance. This provision shall not be interpreted to prevent any games officially sanctioned by the Georgia Lottery Corporation. Further, this provision shall not be interpreted to prevent any vending machines, juke boxes, or video arcade games (ex. Ms. Pacman, Galaga, Donkey Kong).

(~~c~~**f**) No licensee under this article shall allow on the premises any billiard table or pool table unless said licensee meets the limitations and requirements related to the percentage of total annual gross revenues from the sale of products or services other than from the sale of alcoholic beverages as established by the Georgia General Assembly in O.C.G.A. § 43-8-2, as said code section exists now or hereafter may be amended.

(Code 1993, § 5.64.420; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-72. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a ~~certified~~ check for the full amount of the license fee, together with a separate check or cash in an amount as established by the City council from time to time to defray investigative and administrative costs. If the applicant is denied a state license, the deposit representing the license fee shall be refunded, but the cost paid for investigation and administrative cost shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the larger of the investigative and administrative fees authorized under this Code. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

(Code 1993, § 5.64.421; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-73. Advertising in official gazette of the county.

A notice of each application to sell distilled spirits for consumption on and off premises shall be advertised in the official gazette of the county, once a week for two weeks immediately preceding consideration of the application. Cost of which shall be paid by the applicant.

(Code 1993, § 5.64.422; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-74. Hours and days of sale.

(a) Distilled spirits shall not be sold for consumption on the premises except between the hours of 9:00 a.m. until 1:55 a.m. Monday through Saturday (Midnight—1:55 a.m. Sunday).

(b) The sale of distilled spirits for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight. ~~in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental rooms for overnight lodging.~~

(c) Distilled spirits may be sold for consumption on the premises from 12:00 midnight to 2:00 a.m. on any Monday which is New Year's Day, January 1, of any year.

(d) No distilled spirits shall be sold for consumption at any time in violation of any local ordinance or regulation or of any special order of the governing authority.

(Code 1993, § 5.64.423; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 12-6-2019(1), § 1)

Sec. 4-75. Consumption sales only.

Persons holding a license to sell distilled spirits for consumption on the premises shall not be permitted to sell any alcoholic beverage by the package or bottle.

(Code 1993, § 5.64.424; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-76—4-80.~~93.~~ Reserved.

ARTICLE ~~IV.~~ III. RETAIL SALES OF MALT BEVERAGES AND WINE FOR CONSUMPTION ON THE PREMISES

Sec. 4-81. ~~135.~~ Type of retail establishments.

(a) The City Administrator or his/her designee may issue an alcoholic beverage license to the following establishments for the on-premises consumption of malt beverages and/or wine only.

(b) Unless otherwise specified here within, any establishment which sells malt beverages and/or wine for on-premises consumption must derive at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

(c) ~~No beer or wine shall be sold for consumption on the premises where sold except:~~ ***The following uses are eligible for an administrative license:***

(1) ~~In~~ Eating establishments ~~having a full-service kitchen (a full-service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open.~~

(2) Indoor commercial recreation establishments ~~capable of serving prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least 70) percent of its total annual gross sales from the sale of prepared meals or foods and recreation activities.~~

(3) ~~In an indoor~~ **Indoor** publicly owned civic and cultural centers ~~capable of serving prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least 70) percent of its total annual gross sales from the sale of prepared meals or foods and recreation activities.~~

(4) Breweries or distilleries with a taproom

(5) Brewpubs

(6) Art shops

a. An art shop established under this section may allow customers to bring in a bottle or bottles of wine and/or malt beverages to be consumed on the premises.

b. The customer must remove any unconsumed wine and/or malt beverages from the premises before leaving the premises.

c. The brown-bagging of wine and/or malt beverages in an art shop shall be subject to this chapter and to state law; including, but not limited to, the prohibition of consumption by one who is under 21 years of age or intoxicated.

d. An art shop may serve food provided it meets all federal, state and local requirements.

(7) Indoor special event facilities

(d) *The following uses require review and approval from the City council:*

(1) Downtown pubs of less than 2,000 s.f. (see section 4-273).

~~(b) These eating establishments must be located in zoning districts which permit restaurants and drive-in restaurants as conforming uses or where these eating establishments are incidental to a hotel or motel.~~

(e) No licensee under this article shall allow on the premises any gambling, lottery, video poker machines, pusher machines, and other similar machines or games that simulate casino, blackjack, poker, slot and other games of skill or chance. This provision shall not be interpreted to prevent any games officially sanctioned by the Georgia Lottery Corporation. Further, this provision shall not be interpreted to prevent any vending machines, juke boxes, or video arcade games (ex. Ms. Pacman, Galaga, Donkey Kong).

(f) No licensee under this article shall allow on the premises any billiard table or pool table unless said licensee meets the limitations and requirements related to the percentage of total annual gross revenues from the sale of products or services other than from the sale of alcoholic beverages as established by the Georgia General Assembly in O.C.G.A. § 43-8-2, as said code section exists now or hereafter may be amended.

Sec. 4-82. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a check for the full amount of the license fee, together with a separate check or cash in an amount as established by the City council from time to time to defray investigative and administrative costs. If the applicant is denied a state license, the deposit representing the license fee shall be refunded, but the cost paid for investigation and administrative cost shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the larger of the investigative and administrative fees authorized under this Code. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

(Code 1993, § 5.64.421; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013

Sec. 4-84. Hours and days of sale.

(a) Malt beverages and wine shall not be sold for consumption on the premises except between the hours of 9:00 a.m. until 1:55 a.m. Monday through Saturday (Midnight—1:55 a.m. Sunday).

(b) Malt beverages and wine for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight.

(c) Malt beverages and wine may be sold for consumption on the premises from 12:00 midnight to 2:00 a.m. on any Monday which is New Year's Day, January 1, of any year.

(d) Malt beverages and wine shall be sold for consumption at any time in violation of any local ordinance or regulation or of any special order of the governing authority.

(Code 1993, § 5.64.423; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 12-6-2019(1), § 1)

Sec. 4-85. Consumption sales only.

Persons holding a license to sell distilled spirits, malt beverages, and/or wine for consumption on the premises shall not be permitted to sell any alcoholic beverage by the package or bottle.

(Code 1993, § 5.64.424; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-86—4-93. Reserved.

ARTICLE IV.~~III.~~ RETAIL SALES OF DISTILLED SPIRITS, MALT BEVERAGES, AND WINE CONSUMED OFF THE PREMISES

Sec. 4-94. License for retail sale of package distilled spirits.

In addition to the requirements of this chapter, a license for the retail sale of package distilled spirits upon the terms and conditions provided in this article shall be granted by the City council and evidenced by a written approval executed by the majority of the members of the City council. Upon the compliance with the foregoing provision and at the direction of the City council, the City administrator or his/her designee shall issue a license.

(Code 1993, § 5.64.430; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-95. Location of retail establishment of distilled spirits.

No distilled spirits shall be sold at retail except in establishments with a special use permit approved by the City Council located in the following zoning classification: C-2, C-3, **M-1, and M-2.**

(Code 1993, § 5.64.431; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-96. Package store limit.

(a) At no time shall the number of licenses issued by the City permitting the retail sale of package distilled spirits within the City limits exceed the number found as a result of dividing the total population of the City, as found in the most recent population estimates published by the United States Bureau of the Census, by the whole number 5,000.

(b) If the number resulting from the division required by subsection (a) of this section is a number other than a whole number (for example 1.75) then said number will be adjusted downward to the next whole number where it will remain until the population increases to such an extent which would cause said number to equal or exceed the next higher whole number. Notwithstanding the foregoing, the number of licenses permitted by this section shall never be less than one.

(c) The language contained in subsections (a) and (b) of this section can be expressed in the mathematical formula, as follows: Y ÷ 5,000 = X. "Y" is the total population (as defined in subsection (a) of this section) of the City. "X" is the total number of licenses that can be issued (this number, if not whole, is adjusted downward in accordance with subsection (b) of this section).

(Code 1993, § 5.64.432; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-97. Both retail sale of package malt beverages and wine and package distilled spirits.

For licensees who wish to operate a business which conducts both the retail sale of package distilled spirits and the retail sale of package malt beverages and wine, in the case of conflict, the provisions of this article regulating the retail sale of package distilled spirits shall prevail, and compliance with those provisions, rather than the provisions applicable to the license permitting the retail sale of package malt beverages and wine, is required.

(Code 1993, § 5.64.433; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-98 License for retail sale of distilled spirits, malt beverages and wine.

(a) The business services director or his/her designee may issue an alcoholic beverage license for the off-premises consumption of malt beverage and/or wine only.

(b) An alcohol beverage license for the off-premises consumption of distilled spirits requires review and approval by the city council in accordance with the requirements set forth in this chapter.

(c) The following types of uses may be approved for the sale of alcohol for off-premises consumption.

(1) *Retail package dealer:* To sell unbroken packages at retail only to consumers and not for resale.

(2) *Brewpub:* To sell malt beverages produced on site at retail only to consumers and not for resale.

(3) *Brewery:* To sell malt beverages produced on site at retail only to consumers and not for resale.

(4) *Distillery:* To sell distilled spirits produced on site at retail only to consumers and not for resale.

(5) *Wine and/or beer tasting.*

1. An entity possessing a duly issued retail wine and/or beer license (off-premises consumption) shall be eligible to apply for a wine and/or beer tasting permit.

2. An eligible licensee may petition the city for a wine and/or beer tasting permit provided it meets all the applicable requirements in this chapter and maintains a valid retail wine and/or beer license.

3. A tasting permit shall allow the license holder to offer or sell wine and/or beer samples in connection with an instructional or educational promotion.

4. A tasting permit is intended to allow such activity on a limited basis and shall not be part of the core operations of such establishment.

5. The tasting permit need only be applied for once and shall automatically renew when the retail license is renewed, provided, however that the city may revoke or suspend such tasting permit and/or impose such conditions on its operation at the city's discretion for violations of this chapter or in furtherance of the health, safety, and welfare of the city's inhabitants.

Sec. 4-99. ~~License, administrative, and investigative fee.~~ Investigative & Administrative Costs

Each application for a license under this article shall be accompanied by a ~~certified~~ check for the full amount of the license fee, together with a separate check or cash in an amount as established by the City council from time

to time to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws the application prior to its being issued, the license fee shall be refunded; but the cost paid for investigation shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fees shall be the largest of the investigative and administrative fees authorized under this Code. Any applicant for a license under this article who is in existence at the time of making the new application and has an existing valid license under this chapter shall pay no investigative and administrative costs.

(Code 1993, § 5.64.434; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-100. Hours and days of sale.

(a) Retail package licenses shall not engage in the sale of distilled spirits except between the hours of 9:00 a.m. and 12:00 midnight, Monday through Saturday, and 12:30 p.m. until 11:30 p.m. on Sundays. The hours within which business may be carried on shall be determined by the standard time in force at the time of the sale thereof.

(b) Retail package licensees shall not engage in the sale of malt beverages and/or wine except between the hours of 9:00 a.m. and midnight, Monday through Saturday, and 12:30 p.m. until 11:30 p.m. on Sundays. The hours within which business may be carried on shall be determined by the standard time in force at the time of the sale thereof.

(c~~b~~) Retail package distilled spirits**, malt beverages, and/or wine** shall not be sold at any time in violation of any local ordinance or regulations or of any special order of the governing authority.

(Code 1993, § 5.64.435; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-101. Consumption prohibited.

It shall be unlawful for any person to consume any alcoholic beverage on a premises licensed for the sale of package distilled spirits. For the purpose of this section, the term "premises" shall include the parking area immediately adjoining the premises licensed for the sale of package distilled spirits and available for the use of the customers of the licensed premises, whether or not the same are owned or leased by the licensed holder. It shall be unlawful for any licensee to permit the consumption of alcoholic beverages on said premises or to sell unsealed (broken) package distilled spirits. If such licensee shall also have a license to sell malt beverages or wine, it shall likewise be unlawful for any such items to be consumed on the premises or to sell unsealed (broken) malt beverages or wine, unless the license holder has obtained a proper malt beverage/wine tasting permit from the City pursuant to section 4-291.

(Code 1993, § 5.64.436; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-102. Use of tags or labels to indicate prices.

Retailers shall indicate plainly by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed the prices of all distilled spirits exposed or offered for sale.

(Code 1993, § 5.64.437; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-103. Window obstruction.

All glass surfaces forming the exterior walls of the premises shall remain unobstructed and shall provide a clear line of sight into the interior of the premises that is licensed to sell package distilled spirits and no signs, window coverings, or other material shall be placed on or within ten feet of any exterior glass surfaces, except as follows:

(1) One sign, which may be illuminated, not to exceed 4½ square feet in area; and

(2) The sign permitted in subsection (1) of this section and any additional signs on the property and premises shall also comply with all applicable provisions of article XII of the City zoning resolution.

Sec. 4-104. Quantity sale requirements.

Single cans or bottles or other containers of alcoholic beverages may be sold.

Sec. 4-105. Advertising in the official legal organ of the county.

A notice of each application to sell distilled spirits for consumption off premises shall be advertised in the official legal organ of the county, once a week for two weeks immediately preceding consideration of the application. Cost of which shall be paid by the applicant.

(Code 1993, § 5.64.438; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

~~Sec. 4-103. Excise taxes.~~

~~(a) In addition to all other taxes or license fees heretofore or hereafter imposed upon retailers, dealers, or wholesalers engaged in the City and the business of selling distilled spirits, there is imposed and levied upon all here and after described retailers, dealers, or wholesalers within the City an excise tax to be computed and collected as hereinafter set forth. The taxes imposed by this section shall not be levied with respect to fortified wine.~~

~~(b) There is levied an excise tax computed at the rate of $0.22 per liter or $0.0065 per ounce which shall be paid to the governing authority on all distilled spirits sold by wholesalers to retailers in the City. Such tax shall be paid to the City administrator or his/her designee by the wholesale distributor on all distilled spirits sold to those licensed to sale package distilled spirits in the City as follows: Each wholesaler selling, shipping, or in any way delivering distilled spirits to any licensees hereunder shall collect the excise tax at the time of delivery and shall remit the same, together with a summary of all deliveries to each licensee on or before the tenth day of the month following. Excise taxes received by the City administrator or his/her designee after the 20th day of the month shall be charged a ten percent penalty. The $0.22 per liter or $0.0065 per ounce shall be prorated so that all containers of distilled spirits shall be taxed on the basis of $0.22 per liter or $0.0065 per ounce. It shall be unlawful and a violation of this section for any wholesaler to sell, ship, or deliver in any manner any distilled spirits to any retail dealer or licensee without collecting said tax. It shall be unlawful and a violation of this section for any retail dealer or licensee to possess, own, hold, store, display, or sell any distilled spirits on which such tax has not been paid. Wholesalers collecting the tax authorized herein shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time~~

of payment. The rate of the deduction shall be at the same rate authorized for deductions from state tax under O.C.G.A. § 48-8-50, and any amendment thereto.

(Code 1993, § 5.64.439; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 106—4-192 135. Reserved.

(Code 1993, § 5.64.440; Ord. of 8-28-2003, § 1; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-136. License fee and amount to defray investigative and administrative costs to accompany application.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in an amount sufficient to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the cost paid for investigation shall be retained. However, that any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this Code. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs. The investigative and administrative fees shall be in amounts as established by the City council from time to time.

(Code 1993, § 5.64.450; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-137. Hours and days of sale.

(a) Malt beverages and/or wine shall not be sold for consumption **off** on the premises except between the hours of 9:00 a.m. and 1:55 a.m. Monday through Saturday (Midnight—1:55 a.m. Sunday).

(b) The sale of malt beverages and/or wine for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental rooms for overnight lodging.

(c) Malt beverages and/or wine may be sold for consumption on the premises from 12:00 midnight to 2:00 a.m. on any Monday which is New Year's Day, January 1, of any year.

(d) No malt beverages and/or wine shall be sold for consumption at any time in violation of any local ordinance or regulation or of any special order of the governing authority.

(Code 1993, § 5.64.460; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010;

Secs. 4-138—4-157. Reserved.

ARTICLE V. RETAIL PACKAGE SALES OF MALT BEVERAGES AND WINE

Sec. 4-158. Type of retail establishment.

No malt beverages and/or wine shall be sold at retail except in establishments maintaining 50 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of grocery products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where an existing establishment exists as a nonconforming use.

(Code 1993, § 5.64.470; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-159. Hours and days of sale.

(a) Retail package licensees shall not engage in the sale of malt beverages and/or wine except between the hours of 9:00 a.m. and 12:00 midnight Monday through Saturday, and 11:00 a.m. until 11:30 p.m. on Sundays. The hours within which business may be carried on shall be determined by the standard time enforce at the time of the sale thereof.

(b) Retail package malt beverages and/or wine shall not be sold at any time in violation of any local ordinance or regulation or of any special order of the governing authority.

(Code 1993, § 5.64.480; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 12-6-2019(1), § 3)

Sec. 4-160. Use of tags or labels to indicate prices.

Retailers shall indicate plainly by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed the prices of all malt beverages and wine exposed or offered for sale.

(Code 1993, § 5.64.490; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-162. License fee and amount to defray investigative costs to accompany application.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in an amount as established by the City council from time to time to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the cost paid for investigation and administrative cost shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this Code. As to any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article, there shall be no investigative and administrative fee.

(Code 1993, § 5.64.510; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-163—4-192. Reserved.

ARTICLE VI. WHOLESALERS

Sec. 4-193. Special provisions applicable to wholesale purchases.

(a) Any person desiring to sell at wholesale any alcoholic beverages in the incorporated areas of the City shall make application to the City administrator or his/her designee for a license to do so, which application shall be in writing on the prescribed forms, and pay any license fee as set by the mayor and council.

(b) No person who has any direct financial interest in any license for the retail sale of any alcoholic beverages in the City shall be allowed to have any interest or ownership in any wholesale alcoholic beverage license issued by the City.

(c) No retailer shall purchase any alcoholic beverage from any person other than a wholesaler licensed under this article. No wholesaler shall sell any alcoholic beverage to any person other than a retailer licensed under this article; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.

(d) No alcoholic beverage shall be delivered to any retail sales outlet in the City except by a duly licensed wholesaler. The name of the wholesale distributor shall be clearly marked on the delivery vehicle.

(Code 1993, § 5.64.520; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-194. Hours and days of sale.

Wholesalers shall not engage in the sale of alcoholic beverages except between 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no sales of alcoholic beverages on Sunday.

(Code 1993, § 5.64.530; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-195. Audit and penalties.

(a) In the event the City administrator or his/her designee deems it necessary to conduct an audit of the records and books of the licensee, he shall notify the licensee of the date, time and place of the audit.

(b) Any licensee who violates any provisions of this article may, upon conviction, be punished by a fine of not less than $300.00 for each offense and/or 30 days in the common jail of the county and the license may be suspended or revoked.

(Code 1993, § 5.64.540; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-196—4-213. Reserved.

ARTICLE VII. HAPPY HOUR

Sec. 4-214. Promotion and sales.

(a) No licensee or employee or agent of a licensee, in connection with the sale or other disposition of alcoholic beverages for consumption on the premises, shall:

(1) Offer or deliver any free alcoholic beverage to any person or group of persons;

(2) Deliver more than one alcoholic beverage to one person at a time; however, nothing herein shall prohibit a brewpub or growler shop from offering a sampler of malt beverages in containers not exceeding three ounces. Each sampler shall not exceed four different types of malt beverages;

(3) Sell, offer to sell, or deliver to any person or group of persons any alcoholic beverage at a price less than the price regularly charged for such alcoholic beverage during the same calendar week, except at private functions not open to the public;

(4) Sell, offer to sell, or deliver to any person or group of persons an unlimited number of alcoholic beverages during any set period of time for a fixed price, except at private functions not open to the public;

(5) Sell, offer to sell, or deliver alcoholic beverages to any person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the public;

(6) Sell, offer to sell, or deliver alcoholic beverages, including malt beverages, in any container which holds more than 32 fluid ounces (0.947 liters), except to two or more persons at any one time;

(7) Increase the volume of alcohol contained in a drink without increasing proportionately the price regularly charged for such alcoholic beverage during the same calendar week;

(8) Encourage or permit on the licensed premises any game or contest which involves the drinking of alcoholic beverages or the awarding of alcoholic beverages as a prize.

(b) Each licensee shall maintain a schedule of the price charged for all alcoholic beverages to be served and consumed on the licensed premises or in any room or part thereof. The licensee shall not vary the schedule of prices from day to day or from hour to hour within a single day. The schedule of prices shall be posted in a conspicuous manner so as to be in view of the paying public and said schedule shall be effective for not less than one calendar week.

(c) No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under subsection (a) of this section.

(d) No provision of this section shall be construed to prohibit licensees from offering free food or entertainment at any time, or to prohibit licensees from including an alcoholic beverage as part of a meal package, or to prohibit the sale or delivery of wine by the bottle or carafe when sold with meals or to more than one person.

(e) It is the intent of this section to prohibit activities typically associated with promotions referred to as "Happy Hour" or similarly designated promotions.

(f) The City marshal shall have responsibility for the enforcement of this article.

(g) No licensee may require the purchase of any alcoholic beverage as a part of or prerequisite to the purchase of any other product or service. If alcoholic beverages are included as part of a package of other goods and/or services, the alcoholic beverage must be priced separately and all customers must be allowed to purchase the remaining goods and services without the alcoholic beverage at a price from which the full price of the alcoholic beverage has been deducted.

(h) Any person deemed guilty of violating this section may be punished by a fine not to exceed $200.00 and/or by imprisonment not to exceed 60 days in the common jail of the county. Licensees may further be subject to revocation proceedings.

(Code 1993, § 5.64.550; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-215—4-236. Reserved.

ARTICLE VIII. EXCISE TAXES[2]

Sec. 4-237. Excise tax and bond required on wholesalers.

(a) There is hereby levied an excise tax computed at the rate of $0.22 per liter or $0.0065 per ounce which shall be paid to the governing authority on all distilled spirits and wine sold by wholesalers to retailers in the City. Such tax shall be paid to the City administrator or his/her designee by the wholesale distributor on all distilled spirits and wine sold to the licensees for the sale of distilled spirits and wine in the City as follows: Each wholesaler selling, shipping, or in any way delivering distilled spirits and wine to any licensees hereunder shall collect the excise tax at the time of delivery and shall remit the same, together with a summary of all deliveries to each licensee on or before the tenth day of the month following. Excise taxes received in the City administrator's office after the 20th day of the month shall be charged a ten percent penalty. The $0.22 per liter or $0.0065 per ounce shall be prorated so that all containers of distilled spirits and wine shall be taxed on the basis of $0.22 per liter or $0.0065 per ounce. It shall be unlawful and a violation of this article for any wholesaler to sell, ship or deliver in any manner any distilled spirits and wine to a retail dealer without collecting said tax. It shall be unlawful and a violation of this ordinance for any retail dealer to possess, own, hold, store, display or sell any distilled spirits and wine on which such tax has not been paid. Each wholesaler shall be paid three percent of the amount of taxes collected as reimbursement for collection of the said tax.

(b) There is hereby levied an excise tax on all beer and malt beverages sold by wholesalers to retailers in the City at the rate of $0.05 per 12-ounce container and $6.00 for each container of tap or draft beer or malt beverage of 15½ gallons and in similar proportion for bottles, cans and containers of various sizes as follows:

Size of Container	*Tax Per Container*
7 ounces	$ 0.0291
8 ounces	$0.0333
12 ounces	$0.0500
14 ounces	$0.0583
16 ounces	$0.0666
32 ounces	$0.1333
½ barrel (15½ gallons)	$6.00
1 barrel (31 gallons)	$12.00

[2]State law reference(s)—Local excise tax on sale of distilled spirits, O.C.G.A. § 3-4-80 et seq.; local excise tax on sales of distilled spirits by the drink, O.C.G.A. § 3-4-130 et seq.; local excise tax on sale of malt beverages, O.C.G.A. § 3-5-80 et seq.; local excise tax on wine, O.C.G.A. § 3-6-60 et seq.

All provisions as to excise tax in this section shall apply to this tax on beer and malt beverages except the tax rate which is set out in this subsection and the reimbursement of three percent of the taxes collected which shall not apply to beer and malt beverages wholesalers.

(c) Each wholesale dealer prior to commencement of any business operation within the City shall post a performance bond with the City administrator or his/her designee equal to 1½ times the estimated highest monthly payment to be made in a calendar year of the excise tax based on sales collected by the wholesaler dealer from the retailers to secure the payments for the tax imposed herein. These bonds shall be secured by cash which shall bear no interest, or a surety bond executed by a surety company licensed to do business in this state and approved by the City administrator or his/her designee.

(d) A wholesaler may be excused from posting the performance bond as provided herein after demonstrating full and satisfactory compliance with the provisions herein for a period of 12 months subsequent to the commencement of business operations within the City. Continued exemption from the requirement of posting the performance bond shall be conditioned upon continued compliance with the terms of this article and the payments of all sums as required by the provisions herein.

(Code 1993, § 5.64.560; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Sec. 4-238. Per drink excise tax.

(a) Every purchaser of distilled spirits by the drink shall be liable for a tax thereon at the rate of three percent of the retail price or charge for such drink. Such taxes shall be collected by the licensee hereunder and such licensee shall remit the same to the City on or before the tenth day of the succeeding month along with a summary of the licensee's gross sales derived from the sale of distilled spirits by the drink, excluding malt beverages. Gross sales shall include all credit card sales and shall be reported and taxes collected thereon shall be submitted to the City administrator or his/her designee to the same extent as required of cash sales. Each licensee shall be allowed a deduction equal to that rate authorized for deductions from state tax under Part V of the "Georgia Retailer's and Consumer's Sale and Use Tax Act," O.C.G.A. § 48-8-50, as now written or hereafter amended, provided that said tax is not delinquent at the time of payment. It shall be the duty of every such licensee required to make a report and pay any tax levied hereunder, to keep and preserve suitable records of the sales taxable hereunder, and such other books or accounts as may be necessary to determine the amount of tax due; and it shall be the duty of every licensee to keep and preserve such records for a period of three years.

(b) Excise taxes received by the City administrator or his/her designee after the 20th day of the month shall be charged a ten percent penalty.

(c) In the event the City administrator or his/her designee deems it necessary to conduct an audit of the records and books of the licensee, he will notify the licensee of the date, time and place of the audit.

(d) Any licensee who violates any provision of this article may, upon conviction, be punished by a fine of not less than $500.00 for each offense and/or 30 days in jail and the license of such location may be suspended or revoked.

(Code 1993, § 5.64.561; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-239—4-269. Reserved.

ARTICLE VIII ~~IX~~. BREWPUBS, BREWERIES, DISTILLERIES, & DOWNTOWN PUBS

Sec. 4-270. Brewpub ~~definition~~, regulation, ~~excise tax~~ and administration.

~~(a) The term "brewpub" means any eating establishment in which beer or malt beverages are manufactured or brewed for retail consumption on the premises. The term "eating establishment," as used herein, means any public place, including a place available for rental by the public, selling prepared food for consumption by the public on the premises with a full-service kitchen prepared to serve food every hour they are open and deriving at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.~~

~~(b) No person, firm or corporation shall be issued a brewpub license without first obtaining a retail consumption license.~~

(~~c~~ a) A brewpub license authorizes the holder of such license to manufacture on the licensed premises not more than 1,500 barrels of beer in a calendar year solely for retail sale on the premises and solely in draft form.

(~~d~~) ~~Distribution of any wine produced by a brewpub licensed under this article to any wholesaler is prohibited.~~

(b) A brewpub license also authorizes the holder of such license to manufacture on the licensed premises beer for retail sale on the premises and in draft form. The maximum numbers of barrels of beer manufactured in a calendar year will be the quantity authorized under O.C.G.A. § 3-5-36, as now written or hereafter amended.

(~~e~~ c) The revenue from the retail sale of packaged beer for off-premises consumption shall not be included in the calculations of gross receipts relative to food sales.

~~(e f) There is hereby levied an excise tax on all beer and wine produced by a brewpub at the rate of $6.00 per one-half barrel (15½ gallons) and $12.00 per barrel (31 gallons). Such tax shall be paid to the City administrator or his/her designee no later than the 20th day of each month for the preceding month's production. A late payment penalty not to exceed ten percent of the tax otherwise due shall be added to the amount due for any payment not received by the due date.~~

~~(f g) Administration.~~

~~(1) The City administrator or his/her designee is authorized to establish procedures for administering all provisions of this article to include, but not be limited to, reporting forms and requirements, or establishing procedures and schedules for conducting financial audits or inspections of the books or records of any establishment licensed under this section.~~

~~(2) Every brewpub located within the incorporated City shall file a monthly report with the City administrator or his/her designee, no later than the 20th day of each month, on such forms as the City administrator or his/her designee may prescribe, setting forth all wine produced during such preceding calendar month, to include beginning and ending inventories. Such report shall also indicate the total production of wine during the report period and the proper tax remittance for such production. Failure to properly complete or submit the required reports shall subject the licensee to a late filing penalty not to exceed $25.00 for each deficient reporting period.~~

(Code 1993, § 5.64.570; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013)

Secs. 4-271. Brewery with Taproom

(a) A brewer may manufacture and sell malt beverages to individuals at the brewer's licensed premises for:

(1) Consumption of malt beverages and/or wine on the premises in a taproom or similar; and

(2) Consumption of packaged product off the premises, in compliance with Georgia Code Title 3, Alcoholic Beverages, as now written or hereafter amended.

(b) Food sales or service is permitted in a brewery, but is not required. There is no requirement for minimum revenue for food sales or for an on-premises fixed or full-service kitchen.

(c) Smoking of any type, including cigarettes, cigars, vaping, or similar, is prohibited within the premises of a brewery, including any exterior patio or similar.

(d) Alcoholic beverages for on-premises consumption at breweries shall only be sold from 11:00 a.m. until 11:00 p.m. on Sundays through Thursdays and from 9:00 a.m. until 1:55 a.m. on Fridays and Saturdays.

(e) The licensee may engage in the retail sale of packaged malt beverages products for off-premises consumption from 12:30 p.m. until 11:30 p.m. on Sundays and 9:00 a.m. until midnight Monday through Saturday.

Secs. 4-272 Distillery with Taproom

(a) A distiller may manufacture and sell distilled spirits to individuals at the distiller's licensed premises for:

(1) Consumption on the premises in a taproom; and

(2) Consumption of packaged product off the premises, in compliance with Georgia Code Title 3, Alcoholic Beverages, as now written or hereafter amended.

(b) Licenses require review and approval from City council prior to issuance.

(c) Food sales or service is permitted in a distillery, but is not required. There is no minimum required revenue for food sales, nor a requirement for an on-premises fixed kitchen.

(d) Smoking of any type, including cigarettes, cigars, vaping, or similar, is prohibited within the premises of a distillery, including any exterior patio or similar.

(e) Alcoholic beverages for on-premises consumption at breweries shall only be sold from 11:00 a.m. until 11:00 p.m. on Sundays through Thursdays and from 9:00 a.m. until 1:55 a.m. on Fridays and Saturdays.

(f) The licensee may engage in the retail sale of packaged products for off-premises consumption from 12:30 p.m. until 11:30 p.m. on Sundays and 9:00 a.m. until 11:59 p.m. on the other days of the week.

(g) Distilleries with taproom require a Special Use Permit (see Article IX of the Zoning Resolution for requirements).

Sec. 4-273. Downtown Pub

(a) Malt beverages, wine, and/or distilled spirits may be served at an establishment not exceeding 2,000 gross square feet which is located within the Downtown Overlay District, as defined in Section 4-2.

(b) Location require review and approval from City Council prior to issuance. The Council shall consider the following:

(1) By nature of the potential for concerns with noise, late night activity, parking, traffic management, and other factors that are unique to downtown pubs provided below, the city council shall review and analyze the location and operations plan for the following establishments before approving a license for the on-premises consumption of beer, wine, and/or distilled spirits. Such factors and criteria utilized by city council shall include:

a. Location;

b. Access to pedestrian infrastructure;

c. Consistency with comprehensive plan/downtown overlay district/city vision;

d. Floor plan and size of space;

e. Hours of operation;

f. Occupancy load;

g. Outdoor seating;

h. Sanitation management plan; and

i. Security plan.

(2) The city finds that the criteria set forth above promotes the health, safety, and welfare of the city's inhabitants and is necessary to prevent congestion on streets; to secure safety from fire, flood and other dangers; to promote health and general welfare; to provide adequate light and air; to prevent the overcrowding of land; to facilitate the adequate provisions of multi-modal infrastructure, water, sewerage, parks and other public requirements; to preserve the natural environment; and to encourage the most appropriate use of land.

(c) Smoking of any type, including cigarettes, cigars, vaping, or similar, is prohibited within the premises, including any exterior patio or similar.

(d) Alcoholic beverages for on-premises consumption at Downtown Pubs shall not be sold for consumption on the premises except between the hours of 12:00 p.m. until 11:55 PM Sunday through Thursday, and 11 a.m. until 1:55 a.m. Friday through Saturday (Midnight—1:55 a.m. Sunday).

(e) The days that alcoholic beverages may be sold shall be governed by state law, as now written or hereafter amended.

(f) Downtown pubs may serve food. Food served does not have to be prepared in a full-service kitchen. Furthermore, there is no minimum revenue threshold for food sales relative to the sale of alcoholic beverages.

Sec. 4-274.—4-290. Reserved.

ARTICLE X. SPECIALTY SALES

Sec. 4-291. Wine and/or ~~beer~~ malt beverages tasting permitted use; ~~retail package store license.~~

(a) **An entity possessing either a duly issued retail wine and/or malt beverages license (off-premises consumption) shall be eligible to apply for a wine and/or malt beverages tasting permit.**

(~~a~~ **b**) An entity possessing a duly issued retail package store license (off-premises consumption) shall be eligible to apply for a wine and/or ~~beer~~ **malt beverages** tasting permit.

(~~b~~ **c**) An eligible licensee may petition the City for a wine and/or ~~beer~~ **malt beverages** tasting permit, provided it meets all the applicable requirements in this chapter and maintains a valid retail package store license.

(~~c~~ **d**) A tasting permit shall allow the license holder to offer or sell wine and/or ~~beer~~ **malt beverages** samples in connection with an instructional or educational promotion.

(~~d~~ **e**) A tasting permit is intended to allow such activity on a limited basis (i.e., one time per week, not to exceed 52 weeks per year) and shall not be part of the core operations of such establishment or occur on a daily basis.

(~~e~~ **f**) Wine and/or beer tasting shall be limited to a confined, enclosed area with a single means of ingress and egress into such area. The applicant's proposed measures to segregate the wine and/or ~~beer~~ **malt beverages** tasting area along with proposed staffing and oversight shall be submitted and approved by the City marshal.

(~~f~~ **g**) The tasting permit shall be applied for once and shall renew when the retail license is renewed; provided, however, that the City may revoke or suspend such tasting permit and/or impose such conditions on its operation at the City's discretion for violations of this chapter or in furtherance of the health, safety and welfare of the City's inhabitants.

(~~g~~ **h**) Said tasting permit shall require a nonrefundable fee of $200.00 per year.

(Code 1993, § 5.64.600; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 5-1-2014)

Sec. 4-292. Growler shop.

(a) No person shall be permitted to own or operate a growler shop without first obtaining a growler shop license from the City administrator or his/her designee pursuant to the same procedures as are set forth in this chapter, and each growler shop license holder shall comply with all other applicable state and local requirements.

(b) A growler shop shall be located in the City's C1, C2 or C3 zoning district and shall be engaged only in the sale of growlers. Growlers may not be sold at any establishment engaged in the sale of distilled spirits.

(c) The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter, provided that after the growler is filled, the growler must be sealed on the licensed premises with a tamper-proof plastic cap and may not thereafter be opened or consumed on the premises. Licensees or employees of the growler shop may fill or refill growlers with draft beer at a growler shop as provided herein in a growler not smaller than 12 ounces in volume and not to exceed 68 ounces in volume.

(d) A growler shop shall be authorized to sell samples of draft beer to patrons over the age of 21 years. Samples shall not exceed three ounces in volume nor shall any one individual be offered more than four samples within a 24-hour period.

(e) Nothing in this section shall prohibit a growler shop from serving food or other non-alcoholic products, provided it meets all of the requirements provided in the City Code and is properly permitted by the City.

(Code 1993, § 5.64.610; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 5-1-2014)

Sec. 4-293. Special event; off-site consumption.

(a) Upon the filing of an application and payment of a filing fee and a permit fee per day, up to a maximum of $2,000.00, and after investigation by the City administrator or his/her designee, the City administrator or his/her designee may issue a permit to an individual or organization for the sale of alcoholic beverages for consumption on the premises in the City only during a special event under the following conditions:

(1) The applicant must already hold an annual license for the sale of alcoholic beverages for on-premises consumption and/or utilize a caterer holding said license for the sale of alcoholic beverages for on-premises consumption.

(2) The permit will allow sale of alcoholic beverages beyond the premises described in the annual license only in the area specifically described in the application and only during the special event named.

(3) The application for such permit must have been filed with the City administrator or his/her designee at least 30 days prior to the date of the special event.

(4) The hours of any such special event must be between 9:00 a.m. and 11:00 p.m. Monday through Saturday. Alcoholic beverages may be sold on Sundays pursuant to this article between the hours of 11:00 a.m. and 11:00 p.m. in public stadiums, auditoriums and restaurants.

(5) Outside events must be enclosed by a temporary fence of rigid material construction or an enclosed tent. The fence shall be a minimum of three and one half feet in height.

(b) The application for a special event permit shall set forth the following information:

(1) The name, address and telephone number of the person seeking to conduct the special event;

(2) If the special event is proposed to be conducted for, on behalf of or by an organization, the name, address, and telephone number of the headquarters of the organization, and of the authorized and responsible heads of the organization;

(3) The name of the alcoholic beverage caterer and the caterer's license number (all caterers conducting business within the City shall be in compliance with O.C.G.A. §§ 3-11-1 through 3-11-5).

(4) The name, address and telephone number of the person who will be the special event chairman of the event and who will be responsible for its conduct;

(5) The date when the special event is to be conducted, and whether the special event will extend over a series of days;

(6) The hours when the special event will start and terminate;

(7) The estimated number of people who will attend the event;

(8) If the special event is to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file with the City administrator or his/her designee a written authorization from the person proposing to hold the special event, authorizing the applicant to apply for the permit on the applicant's behalf;

(9) A reasonably detailed description of the event, together with all locations of which alcohol will be consumed; and

(10) Any additional information which the City administrator or his/her designee shall find reasonably necessary to make a fair determination as to whether a permit should be issued.

(c) The City administrator or his/her designee shall issue a permit as provided for in this article when, from a consideration of the application and from such other information as may otherwise be obtained, the City administrator or his/her designee finds that:

(1) The conduct of the special event will not substantially interrupt the safe and orderly conduct of other patrons of the public places in which it will be held.

(2) The special event will not divert or disrupt police protection.

(3) The conduct of the special event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

(4) The applicants for permit have not violated the terms of any previous special event permit granted to them or any terms of this article and have not caused undue traffic congestion and police problems under any previous special event permit.

(d) The City administrator or his/her designee shall act upon the application for a special permit at the first meeting after the filing thereof. If the City administrator or his/her designee disapproves the application, he shall mail to the applicant, within 20 days after the date upon which the application was filed, a statement of the reasons for the denial of the permit.

(e) Any person aggrieved shall have the right to appeal the denial of a special events permit to the mayor and council. The appeal shall be filed within five days after notice of denial, pursuant to section 4-18.

(f) A special event permit may be immediately revoked by the City administrator or his/her designee for a violation of this article which results in an emergency situation in which continued operation of the premises by the licensee endangers the health, welfare or safety of the public.

(Code 1993, § 5.64.620; Ord. of 10-3-2002, exh. A (part); Ord. of 8-28-2003; Ord. of 2-4-2010; Ord. of 12-1-2011; Ord. of 12-6-2012; Ord. of 10-3-2013; Ord. of 11-7-2013; Ord. of 12-6-2019(1), § 4)

~~**Sec. 4-294. Home delivery of alcohol.**~~

~~(a) For all purposes of this section, a "packaged goods retailer" shall have the same meaning as provided in O.C.G.A. § 3-3-10.~~

~~(b) No packaged goods retailer, restaurant or other licensees with only an "on-premise" permit shall be permitted to engage in delivery operations without first obtaining a proper home delivery license from the City pursuant to the procedures set forth in section 4-11.~~

~~(Ord. of 2-4-2021(1), § 1)~~

Sec. 4-294. ~~5.~~ Indoor special event facilities; on-site consumption.

(a) In an indoor special event facility pursuant to a license issued by the City Administrator or his/her designee setting forth specific operational requirements and restrictions for the facility that control consumption at the facility. Alcohol may only be served at an indoor special events facility by a licensed caterer or by the owner of the indoor special events facility with a special events facility license in compliance with all applicable sections of this chapter. If the indoor special events facility is located outside of the City Core District, in order to serve or allow alcohol to be consumed on the premises, the following additional requirements shall apply:

(1) Minimum square footage of 2,000 square feet.

(2) All events with alcohol sold, served, or consumed must end by 10:00 p.m. and attendees must vacate the premises. Nothing in this provision shall prevent the owner or event organizer from staying past event closing time to clean facility and/or prepare for other events.

(3) All events must provide on-site security for safety and noise control with at least one security off-duty officer per 75 attendees.

(4) All parking areas serving the facility shall be well lit.

(5) No loitering shall be permitted outside of or in the parking lot of the facility and shall be enforced by the security personnel required above.

(a) Upon the filing of an application, payment of an administrative fee and a license fee of $1,200.00 per year, plus $500.00 for Sunday sales, compliance with the other application requirements of chapter 4, and after investigation by the City administrator or his/her designee, the City administrator or his/her designee may issue a license to an individual or organization for the sale of alcoholic beverages for consumption on the premises in the City only with a special event permit under the following conditions:

(1) The applicant must already hold a current business license from the City.

(2) The permit will allow sale of alcoholic beverages beyond the premises described in the area specifically described in the application and only during the special event named.

(3) The application for such permit must have been filed with the City administrator or his/her designee at least 30 days prior to the date of the special event.

(4) The hours of any such special event must be between 9:00 a.m. and 11:00 p.m. Monday through Saturday. Alcoholic beverages may be sold on Sundays pursuant to this article between the hours of 11:00 a.m. and 11:00 p.m. in public stadiums, auditoriums and restaurants.

(5) No more than one permit for special events shall be granted for the same location once every 90 calendar days.

(b) The application for a special event permit shall set forth the following information:

(1) The name, address and telephone number of the person seeking to conduct the special event;

(2) If the special event is proposed to be conducted for, on behalf of or by an organization, the name, address, and telephone number of the headquarters of the organization, and of the authorized and responsible heads of the organization;

(3) If utilizing a caterer, include the name of the alcoholic beverage caterer and the caterer's license number (all caterers conducting business within the City shall be in compliance with O.C.G.A. §§ 3-11-1 through 3-11-5).

(4) The name, address and telephone number of the person who will be the special event chair or coordinator of the event and who will be responsible for its conduct;

(5) The date when the special event is to be conducted;

(6) The hours when the special event will start and terminate;

(7) The estimated number of people who will attend the event;

(8) If the special event is to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file with the City administrator or his/her designee a written authorization from the person proposing to hold the special event, authorizing the applicant to apply for the license on the applicant's behalf;

(9) A reasonably detailed description of the event, together with all locations of which alcohol will be served and consumed; and

(10) Any additional information requested by the City administrator or his/her designee reasonably necessary to make a fair determination as to whether a permit should be issued.

(c) The City administrator or his/her designee shall issue a permit as provided for in this article when, from a consideration of the application and from such other information as may otherwise be obtained, the City administrator or his/her designee finds that:

(1) The conduct of the special event will not substantially interrupt the safe and orderly conduct of other patrons of the public places in which it will be held and neighboring property owners.

(2) The special event will not divert or disrupt public safety and law enforcement protection.

(3) The conduct of the special event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

(4) The applicants for permit have not violated the terms of any previous special event permit granted to them or any terms of this article and have not caused undue traffic congestion and police problems under any previous special event license.

(d) The City administrator or his/her designee shall act upon the application for a special license after the filing thereof. If the City administrator or his/her designee disapproves the application, he shall mail to the applicant, within 20 days after the date upon which the application was filed, a statement of the reasons for the denial of the license.

(e) Any person aggrieved shall have the right to appeal the denial of a special events license to the mayor and council. The appeal shall be filed within five days after notice of denial, pursuant to section 4-18.

(f) A special event license may be immediately revoked by the City administrator or his/her designee for a violation of this article which results in an emergency situation in which continued operation of the premises by the licensee endangers the health, welfare or safety of the public.

(Ord. of 6-3-2021(1), § 1)

Editor's note(s)—An ordinance adopted June 3, 2021, set out provisions intended for use as § 4-294. Inasmuch as there were already provisions so designated, said section has been codified herein as § 4-295 at the discretion of the editor.

HONORING OUR PAST, BUILDING OUR FUTURE
EST. CITY OF 1905
DACULA

MEMO

TO: Mayor and City Council of the City of Dacula

FROM: Hayes Taylor, City Planner

DATE: November 24, 2025

SUBJECT: Revisions to Article IX of the Zoning Resolution

The City of Dacula is updating its Alcoholic Beverages Ordinance and personal care home regulations.

Updating the City's Alcoholic Beverages Ordinance, Chapter 4 of the Dacula Code of Ordinances, will eliminate duplicate sections, provide a greater number of economic development opportunities, provide consistent language and formatting, and bring the City's regulations up to date with standards in Gwinnett County and across Georgia (see resolution to amend Chapter 4 of the Code of Ordinances). In order to fully enact the updates to the Alcohol Ordinance, the City must make revisions to Article IX of the Zoning Resolution to explicitly state the appropriate zoning designations for various uses (see resolution to amend Article IX, Sections 906, 907, 908, and 909).

Staff also recommends allowing personal care homes in residential districts with a Special Use Permit as personal care homes tend to be residential in character. Requiring a Special Use Permit will mandate that a public hearing procedure occurs prior to the use being approved (see resolution to amend Article IX, Sections 901 and 902).

Staff requests approving the attached resolutions to amend Article IX.

AN ORDINANCE TO AMEND THE CITY'S ZONING ORDINANCE SECTIONS 901 AND 902 PERSONAL CARE HOMES and GROUP PERSONAL CARE HOMES

WHEREAS, the City has reviewed its policies and procedures with respect to use of property as personal care homes and group personal care homes; and

WHEREAS, while the foregoing uses provide valuable and necessary services to the citizens of the City, these uses should be carefully evaluated to balance the right of applicants, end users, and neighboring property owners; and

WHEREAS, the current references to Zoning Ordinance are outdated and should be updated and adjusted for current conditions and to provide a public hearing process by which such proposed uses may be evaluated; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to adopt by reference the amendments to the Zoning Ordinance outlined herein;

NOW THEREFORE**,** THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the City Zoning Ordinance be amended as follows:

SECTION 1

The existing Section 901(D) and Section 902(C) are amended to add the subsections as marked on Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2

The City Administrator and Director of Planning and Economic Development are further authorized to correct typographical errors in the text of the existing Zoning Ordinance and to produce and publish a final codified version of the Zoning Ordinance with the amendments and revisions outlined herein.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of December, 2025

AYES: ___

NAYES: ___

_____
HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

_____
BRITTNI NIX,
CITY ADMINISTRATOR

Exhibit A: Amendments to Article IX of the Zoning Resolution

Section 901. R-1100, R-1200, R-1400 and R-1600 Single-Family Residential District.

The four (4) single-family residential Districts include existing low density residential areas and vacant or open areas where similar residential development is appropriate. These Districts are individual, separate and distinct from each other. The regulations for these Districts are designed to encourage low density one-family residential development.

A. Area, Yard and Height Requirements:

District	Minimum Dwelling Unit (Sq.Ft.)	Minimum Lot Area Size (Sq.Ft)[1]	Minimum Width (Ft)	Setback from Right -of-Way (Ft.) Major Street (Ft.)	Setback from Right -of-Way (Ft.) Interior Street (Ft.)	Minimum Side Yard (Ft.)	Minimum Rear Yard (Ft.)	Maximum Height (Ft.)
R-1100	1,100	Septic 30,000 Sewer 15,000	100[2]	50	35	10	40	40
R-1200	1,200							
R-1400	1,400							
R-1600	1,600	Sewer Only 15,000						

(1) No subdivision lot which contains less than fifty percent (50%) of the minimum lot area required by the applicable Zoning District or eight thousand (8,000) square feet, whichever is greater, located above the base flood elevation shall be approved. All area above the flood elevation used to satisfy this requirement shall be contiguous and shall not be separated by any flood area.

(2) 85 feet abutting a cul-de-sac or half cul-de-sac.

B. Permitted Uses:

Only the following permitted uses shall be allowed in the R-1100, R-1200, R-1400 and R-1600 Single-Family Residential Districts, and no structures shall be erected, structurally altered or enlarged for any use other than a use permitted hereunder with the exception of a) uses lawfully established prior to the effective date of this amendment; b) special uses as listed hereunder; c) accessory uses as defined in Article III, Definitions; d) other uses which are clearly similar to and consistent with the purpose of this District.

1. Single Family Dwellings, except Manufactured Homes.
   a. The front façades of all dwelling units shall consist of a mixture of brick or stone architectural treatments. The rear façade of the dwelling units shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
   b. All dwelling units shall have at least a two-car garage.
   c. Five (5)-foot wide sidewalks shall be constructed on both sides of the internal subdivision streets and the boundary of the property on the subdivision entrance street.
   d. Underground utilities shall be provided throughout any subdivision development.
   e. Any subdivision development containing ten acres or more shall include a recreation area in accordance with Section 5.9 of the City's Development Regulations.

f. Any subdivision development containing more than five (5) lots shall have a recorded declaration of covenants providing for a mandatory Homeowners Association to own and maintain common property; to carry out the provisions of this Ordinance; and for other purposes allowed by law.

g. Street light service fees and maintenance are the responsibility of the mandatory Homeowners Association.

h. All grassed areas except the open space/common area shall be sodded. The open space/common area shall be hydro-seeded or sodded.

i. Each building lot shall have a minimum of two (2) decorative trees (maple, oak, birch, elm, etc.) at least 3 inches in diameter (DBH).

j. The declaration of restrictive covenants for the mandatory Homeowners Association must include a statement limiting the number of leased or rented homes to no more than twenty percent (20%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the Homeowners Association prior to renting or leasing.

2. Customary accessory buildings and uses.

   a. Accessory buildings, structures and uses shall be permitted only within the required rear yard unless specifically exempted in this Resolution.

   b. Accessory buildings, structures and uses shall be located on the same lot of record as the principal building, structure or use.

   c. Accessory buildings, structures and uses shall be customarily incidental and subordinate to the principal building, structure or use. The accessory building shall not be erected on a lot prior to the construction of the principal building.

   d. Accessory buildings, structures and uses shall be setback at least five (5) feet from any lot line, except where abutting a public street, unless specifically exempted in this Resolution. Where abutting a public street, an accessory building, structure or use shall be setback by fifty (50) feet, unless specifically exempted in this Resolution.

3. Customary Home Occupations including Day Care Homes provided they shall be approved and licensed by Georgia Department of Human Resources.

4. Existing Cemeteries.

5. Single Family Subdivisions subject to the Development Regulations adopted by the City of Dacula.

6. Public and semi-public playgrounds, parks, lakes, and buildings, operated on a non-profit basis for recreational and public community purposes only.

7. Utility structures such as electric transformer stations, telephone exchanges, gas regulator stations, water and wastewater pumping stations, and water tanks may be located to serve the public interest, provided such facilities comply with the following requirements:

a. Any building or structure, except a surrounding fence, shall be set back at least thirty (30) feet from any property line.

b. The facility shall be completely surrounded by a woven wire fence at least eight (8) feet high.

c. The facility shall be furnished with a planted buffer not less than ten (10) feet wide to create an effective visual screen on all sides.

d. The facility may not be used for office space, storage space, or for the storage of vehicles or equipment.

8. The raising and keeping of household pets.

9. Churches, temples and synagogues provided:

   a. They are located on a site of not less than five (5) acres with 250 feet of road frontage.

   b. The buildings are located not less than 50 feet from any street and not less than 30 feet from any side or rear property line.

   c. If adjacent to residentially-zoned property, a buffer of at least 50 feet wide shall be provided along the property lines adjacent to said zoning, provided, however, that this buffer may be reduced to no less than 20 feet in width adjacent to the sanctuary building or "Sunday School" educational building and parking related to these buildings.

   d. A church, temple or synagogue located in a manufactured building may be erected on the property for a period not to exceed three (3) years.

10. Privately owned, Golf Courses, Country Clubs, Swimming and Tennis Clubs, or private not-for-profit recreation facilities; provided such facilities are to be located on an area reserved or dedicated for such use on a final recorded subdivision plat.

11. Limited Agricultural Uses to include:

   a. The raising and keeping of livestock (other than chickens) for personal pleasure or utility on a lot which contains the dwelling of the owner of the livestock, provided that the lot is at least five (5) acres in area; that no animals quarters, pen, or corral are located closer than 100 feet to any property line. Animal stocking rates are not to exceed requirements of the Georgia Department of Natural Resources.

   b. In non-agricultural residential zoning districts: the keeping of chickens for personal pleasure or utility on a parcel which contains the dwelling of the owner is permitted, subject to the following requirements:

      (1) The minimum lot size for the keeping of chickens shall be ten-thousand five-hundred (10,500) square feet.

      (2) Chickens must be kept securely in an enclosed yard or 6-sided pen at all times.

      (3) Minimum pen area for chickens shall be ten (10) square feet per chicken.

(4) Chickens must be housed at least twenty (20) feet from any property line, and fifty (50) feet from any residence other than the owner's.

(5) Any structure housing chickens must be located in the rear yard.

(6) The keeping of roosters is not allowed.

(7) The maximum number of chickens shall be as follows: Lots 10,500 square feet (0.24 ac) to 12,499 square feet (0.28 ac): Maximum of 3 chickens; lots 12,500 square feet (0.28) to 24,999 square feet (0.57 ac); maximum of 8 chickens; lots of 25,264 (0.58 ac) to 39,204 (0.90 ac); maximum of 9 chickens; lots of 40,000 square feet (0.91 ac) to 2.99 acres; maximum of 10 chickens; lots 3 acres or larger; no maximum.

(8) Each coop shall have at least four (4) square feet of floor space per chicken over four (4) months old.

(9) Chickens are only permitted as pets or for egg laying production; chickens cannot be kept for slaughter.

(10) Chickens must be kept under sanitary conditions and shall not be a public nuisance as defined by City Code or State law.

c. Customary agricultural buildings and uses including farm ponds and fishing lakes, subject to all of the yard requirements of the Zoning Ordinance.

C. Permitted Special Exceptions.

Within the R-1100, R-1200, R-1400 and R-1600 Single-Family Residential Districts, the following uses may be permitted provided the applicant for such a development is granted a Special Exception subject to the approval of the Mayor and City Council:

1. Single chair beauty parlor or barber shop in a one family residence as a home occupation.

2. Metal buildings as accessory uses in excess of 550 square feet in size.

D. Special Uses

Within the R-1100, R-1200, R-1400 and R-1600 Single-Family Residential Districts, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit subject to the approval of the Planning Commission and Mayor and City Council. Applicants are subject to such appropriate conditions as the Planning Commission and Mayor and City Council may require after public hearings have been held.

1. Forestry or timber harvesting provided the following standards are met:

   a. All requirements of the City of Dacula Development Regulations pertaining to timber harvesting have been satisfied.

2. The preservation of wildlife habitat and associated raising and keeping of wild animals, provided that the lot is at least five (5) acres in area and the owner or custodian of such wild animals has received an appropriate permit that meets all the requirements of the State of Georgia, and further provided that no animal quarters are

located closer than 100 feet to any properly line.

3. Day care facilities located in a church, temple, or synagogue.
4. **Personal Care Homes. Personal care homes shall be licensed by the State of Georgia.**

Section 902. R-1100CZP, R-1200CZP, and R-1400CZP Single-Family Residential Districts.

The three (3) single-family residential Districts include existing low density residential areas and vacant or open areas where similar residential development is appropriate. These Districts are individual, separate, and distinct from each other. The Regulations for these Districts are designed to encourage low density one-family residential development. These Districts are to be utilized where the property is already zoned similarly and a specific use is proposed that may have an impact on the public health, safety, and welfare of the existing property owners in the City of Dacula.

A. Area, Yard and Height Requirements:

District	Minimum Dwelling Unit Size (Sq.Ft.)	Minimum Lot Area Size (Sq.Ft)	Minimum Width (Ft)	Setback from Right-of-Way (Ft.)		Minimum Side Yard (Ft.)	Minimum Rear Yard (Ft.)	Maximum Height (Ft.)
				Major Street (Ft.)	Interior Street (Ft.)			
R-1100 CZP	1,100	Septic 30,000 Sewer 15,000	100(2)	50	35	10	40	40
R-1200 CZP	1,200							
R-1400 CZP	1,400							

(1) No subdivision lot which contains less than fifty percent (50%) of the min. lot area required by the applicable Zoning District or eight thousand (8,000) square feet, whichever is greater, located above the base flood elevation shall be approved. All area above the flood elevation used to satisfy this requirement shall be contiguous and shall not be separated by any flood area.

(2) 85 feet abutting a cul-de-sac or half cul-de-sac.

B. Permitted Uses:

Only the following permitted uses shall be allowed in the R-1100CZP, R-1200CZP and R-1400CZP Single-Family Residential Districts. No structures shall be erected, structurally altered or enlarged for any use other than a use permitted hereunder.

3. Churches, temples and synagogues not meeting the minimum requirements for a permitted church, temple or synagogue within the R-1100, R-1200, or R-1400 Districts.
4. Private schools offering general education courses.
5. Privately owned Golf Courses, Country Clubs, Swimming and Tennis Clubs, or private not- for-profit recreation facilities, except public city or county parks; provided all buildings shall be located at least 100 feet from any property line, and that this zoning classification shall not be required for such facilities if they are to be located on an area reserved or dedicated for such use on a final recorded subdivision plat.

C. Special Uses:

1. Residential or community shelters as an accessory use to a church, temple or synagogue meeting the minimum requirements for a permitted church, temple, or synagogue within the R-1100, R-1200, or R-1400 Districts.

2. Group day care homes.

3. Group Personal Care Homes. Personal care homes shall be licensed by the State of Georgia.

AN ORDINANCE TO AMEND THE CITY'S ZONING ORDINANCE SECTIONS 906, 907, 908, and 909 USES RELATED TO THE SALE OF ALCOHOLIC BEVERAGES

WHEREAS, the City has reviewed its policies and procedures with respect the sale of alcoholic beverages within the City; and

WHEREAS, such uses are generally a privilege, not a right, these uses may impact neighboring property owners and the community at large; and

WHEREAS, such uses should be carefully evaluated to balance the right of applicants, end users, and neighboring property owners; and

WHEREAS, the City is also updating provisions for the licensing of establishments selling alcoholic beverages, and it is necessary and desirable to amend the Zoning Ordinance to align with changes to the licensing provisions of the City Code;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to adopt by reference the amendments to the Zoning Ordinance outlined herein;

NOW THEREFORE**,** THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the City Zoning Ordinance be amended as follows:

SECTION 1

The existing Sections 906, 907, 908, and 909 are amended as marked on Exhibit "A" attached hereto and incorporated herein by reference. The subsections and provisions stricken through in Exhibit "A" are hereby deleted and the new provisions outlined in Exhibit "A" are hereby adopted.

SECTION 2

The City Administrator and Director of Planning and Economic Development are further authorized to correct typographical errors in the text of the existing Zoning Ordinance and to produce and publish a final codified version of the Zoning Ordinance with the amendments and revisions outlined herein.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of December, 2025

AYES: ___

NAYES: ___

_____
HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

_____
BRITTNI NIX,
CITY ADMINISTRATOR

Exhibit A: Amendments to Article IX of the Zoning Resolution

Section 906 C-2 General Business District.

The C-2 General Business District is intended primarily for those commercial uses that require a location accessible to large numbers of people and that serve substantial portions of the community. This C-2 General Business District is intended to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business use. These uses should include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. Development of uses in the District characteristically occupies a larger area than in the C-1 Neighborhood Business District because it is intended to serve a greater population and to offer a wider range of services. Orientation and expansion of this District should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

A. Area, Yard and Height Requirements:

Dist.	Minimum Dwelling Unit Size (Sq.Ft.)	Minimum Lot Area Size (Sq.Ft)	Minimum Width (Ft)	Setback from Right-of-Way (Ft.)		Minimum Side Yard (Ft.)	Minimum Rear Yard (Ft.)	Maximum Height (Ft.)
				Major Street (Ft.)	Interior Street (Ft.)			
C-2	-	none	40	50	50	10(1)	15(1)	40

(1) Buffer zones are required in addition to side and rear yard where an office-institutional, business, or manufacturing use abuts a Residential District.

B. Permitted Uses:

Only the following permitted uses shall be allowed in the C-2 General Business District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of: a) uses lawfully established prior to the effective date of the amendment; b) special exceptions as permitted herein; or, c) accessory uses defined in Article III, Definitions; or other uses which are clearly similar to and consistent with the purpose of this District.

1. Accessory Buildings, Structures and Uses.
2. Appliance Repair Shop.
3. Art Gallery.
4. Banks and other financial institutions.
5. Beauty parlors and barber shops.
6. Building, electrical or plumbing contractors (provided no equipment or materials are stored outside).
7. Building supply stores.
8. Business college or business schools operated as a business enterprise.
9. Camera Store.
10. Car Wash.
11. Clinic, Medical, Public/Private.

12. Clothing Sales.
13. Community Center.
14. Convenience Food Store.
15. Cultural facilities.
16. Dance Studio.
17. Dental Clinic or Dental Laboratory.
18. Department stores.
19. Drug stores and pharmacies.
20. Dry Cleaning Facility.
21. Electronic sales and service establishments.
22. Equipment rental (excluding heavy equipment, bulldozers, backhoes, forklifts, cranes, etc., and provided there is no outside storage associated with the use).
23. Fitness Center, Health Club, Spa.
24. Flower and gift shops.
25. Food stores or grocery stores.
26. Furniture rental or sales establishments.
27. Garden Center/Plant Nursery.
28. Gasoline Service Station.
29. Gift Shop
30. Hardware Store.
31. Health, Clinic or Spa.
32. Jewelry Store.
33. Laundry, Self-serve, Pick-up.
34. Locksmith.
35. Lodges, fraternal and social organizations.
36. Medical Laboratory.
37. Mini-warehouse/personal storage facilities.
38. Museum, Historical Display.
39. Newspaper and printing facilities.
40. Offices, Professional and Business.
41. Parking deck.
42. Park or Playground.
43. Picture Framing.
44. Photocopying/Reproduction Service.
45. Photographic Studio or Supply.
46. Planned Shopping Centers.

47. Plumbing, electrical, pool and home building supply showrooms and sales centers (provided there is no outdoor storage associated with the use).
48. Public and private educational institutions offering general education courses, including nursery schools and kindergartens.
49. Public buildings and facilities (government owned).
50. Public offices or Buildings.
51. Radio, recording or television studios, broadcasting stations and facilities.
52. Recreation facilities (indoor, such as bowling alleys, skating rinks, shooting ranges and movie theaters).
53. Shoe Repair.
54. Shopping Centers, including grocery stores.
55. Taxidermist.
56. Transportation terminals for passengers.
57. Travel Agency.
58. Utility structures such as electric transformer stations, telephone exchanges, gas regulator stations, water and wastewater pumping stations, and water tanks may be located to serve the public interest, provided such facilities comply with the following requirements:
    a. Any building or structure, except a surrounding fence, shall be set back at least thirty (30) feet from any property line.
    b. The facility shall be completely surrounded by a woven wire fence at least eight (8) feet high.
    c. The facility shall be furnished with a planted buffer not less than ten (10) feet wide to create an effective visual screen on all sides.
    d. The facility may not be used for the storage of vehicles or equipment.
59. Watch Repair.
60. Restaurants.
61. **Downtown pubs (2,000 s.f. or less)**
62. **Breweries (less than 10,000 s.f.)**

C. Temporary Uses

1. Within the C-2 General Business District only the following temporary uses are permitted:
    a. Fruit Stands:
        (1) The sale of fruits and vegetables not to exceed a period of three (3) months.
    b. Charitable or Non-profit Private Events:
        (1) Not to exceed a period of two (2) days.
    c. Pumpkin and Christmas Tree Sales:
        (1) Allowed between October 15 and January 1.

d. Sidewalk Sales:

(1) The sale of any items in association with an existing business located on the premises as a principal use.

(2) Not to exceed 2 days.

e. Celebrations and/or Customer Appreciation Events for Private Businesses:

(1) Event must be located on the same premises as a principal use (i.e., parking lot or tent sales).

(2) Events shall be limited to a maximum two (2) events per location for each calendar month.

(3) A total of six (6) events per location for each calendar year.

f. Privately sponsored community events:

(1) Public roadways shall remain open with adequate traffic control.

(2) Not to exceed a maximum two (2) days.

g. Farmers Markets / Outdoor Markets:

(1) The market must be located wholly on private property.

(2) Adequate parking and safety signage shall be provided to ensure safe pedestrian and vehicle travel.

(3) Grass parking is allowed off of public right-of-way if a paved entrance is utilized.

(4) The use shall be limited to weekend Saturdays & Sundays between the hours of 8:00AM to 4:00 PM. The sale of alcohol is prohibited.

h. The sale of fireworks with the following requirements:

(1) The temporary sales location must be accessed through an approved D.O.T. entrance.

(2) A paved parking area with a minimum of five (5) parking spaces must be available for patron and seller use.

(3) On-site generators are prohibited.

2. Requirements for Approval of a Temporary Use Permit:

a. Written permission of the property owner(s) must be provided.

b. Private events shall not encroach public property or right-of-way without permission.

c. A total of two (2) signs may be erected for temporary events under with the following considerations:

1) Air-or gas-filled balloons or other devices which have a capacity for air or gas which does not exceed three (3) cubic feet.

2) Streamers or pennants.

3) Flags or banners, maximum size of thirty-two (32) square feet.

4) Temporary signs shall not be closer than ten (10) feet to the pavement of any street or any public right-of-way.

5) Temporary yard signs not to exceed six (6) square feet.

d. Adequate parking, ingress and egress must be provided on-site or written permission must be obtained if parking is provided on an adjoining property.

e. All requirements of the Fire Marshal's Office, Georgia Environmental Health Department, and the USDA must be followed at all times regarding food preparation, preservation, and sales.

f. Requirements of the Dacula Alcohol Ordinance must be adhered to at all times. An off duty uniformed Post certified officer is required onsite if alcohol is to be served on the premises of the event.

g. All other requirements for licenses and regulations of the City of Dacula shall be met.

h. Temporary use permits shall be counted towards a business not a multi-tenant commercial building.

i. Restroom facilities shall be provided by the applicant during the temporary event.

j. A certificate of general liability insurance (minimum $1,000,000) must be provided prior to permit approval.

k. A temporary permit is applied for and approved by the City Administrator or his/her designee.

l. The City Administrator shall have the authority to grant administrative variances on temporary uses and requirements of a temporary use permit.

D. Special Exceptions:

Within the C-2 General Business District, the following uses may be permitted provided the applicant for such a development is granted a Special Exception subject to the approval of the Mayor and City Council.

1. Automobile, Muffler and/or Brake Shop.
2. Automobile, Tune-up shop.
3. Caretaker or watchman quarters as an accessory use for the purpose of securing outside storage of equipment and materials that are associated with the primary use of the business.
4. Contractor's offices or the outside storage of equipment or materials in the rear yard that is screened by an opaque fence and landscaping.

E. Special Uses.

Within the C-2 General Business District, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit by the City Council after receiving recommendations from the City Administrator and Planning Commission and after a public hearing.

1. Automotive sales lots and associated service facilities (new or used).
2. Boarding and rooming houses.
3. Places of worship to include but not necessarily be limited to churches, temples, mosques, synagogues or the like located in single occupancy buildings.
4. Quick Oil Change Store.
5. Tire Store.

6. Van, Moving or Truck Rental (e.g. U-Haul, Ryder) provided such facilities comply with the following requirements:

   a. Equipment or rental vehicles shall not be parked or stored in the required front yard.

   b. The storage area for the vehicles or equipment to be rented shall be screened by a solid fence at least six (6) feet high.

   c. The storage area shall be located no closer than 100 feet from any side or rear property lines zoned residential and shall be appropriately landscaped and maintained.

7. Auto body repair shops.

8. Building materials sales with outdoor storage.

9. Heavy equipment and farm equipment rental or sales and service.

   a. Equipment or rental vehicles shall not be parked or stored in the required front yard.

   b. The storage area for the vehicles or equipment to be rented shall be screened by a solid fence at least six (6) feet high.

   c. The storage areas shall be located no closer than 100 feet from any side or rear property lines zoned residential and shall be appropriately landscaped and maintained.

10. Mobile home or mobile building leasing or sales lots (new or used).

11. Recreation facilities (commercial outdoor, such as miniature golf courses, driving ranges, water slides or drive-in theaters).

12. Day care facilities provided they comply with all State day care and Health Department requirements.

13. Residential or community shelter.

14. Distilleries (less than 10,000 s.f.)

F. Other Provisions

1. No outdoor storage except as otherwise provided herein.

2. Mobile food units are permitted with a City issued permit.

Section 907. C-3 Central Business District and Heavy Commercial District.

The purpose of the C-3 Central Business District and Heavy Commercial District is intended for business uses which require a location that is accessible to major highways and arterials that serve significant portions of the community. It is also the intent of this district to provide areas for businesses which, because of their intensity, outside storage area or hours of operations, would have significant negative impacts on adjoining properties. Due to the nature of the businesses permitted within the C-3 district, the zoning district should be limited to property fronting on principal arterials, major arterials or minor arterials, not indicated as residential arterials.

A. Area, Yard and Height Requirements:

Dist.	Minimum Dwelling Unit Size (Sq.Ft.)	Minimum Lot Area Size (Sq.Ft)[(1)]	Minimum Width (Ft)	Setback from Right-of- Way (Ft.)		Minimum Side Yard (Ft.)	Minimum Rear Yard (Ft.)	Maximum Height (Ft.)
				Major Street (Ft.)	Interior Street (Ft.)			
C-3	-	none	40	50	50	10[(1)]	15[(1)]	40

(1) Buffer zones are required in addition to side and rear yard where an office-institutional, business, or manufacturing use abuts a Residential District.

B. Permitted Uses:

Only the following uses shall be permitted in the C-3 Central Business District and Heavy Commercial District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of: a) uses lawfully established prior to the effective date of this amendment; b) special exceptions as permitted herein; c) accessory uses as defined in Article III, Definitions; or, d) other uses which are clearly similar to and consistent with the purpose of this district.

1. All permitted uses allowed in the C-2, General Business District.
2. Animal hospitals or veterinary clinics.
3. Automotive body repair shops.
4. Auto repair shops or tire stores including lubrication or tune-up centers (full service and self service).
5. Automotive sales lots and associated service facilities (new or used).
6. Bakeries.
7. Blueprinting establishments.
8. Boat sales establishments (new or used).
9. Building supply centers with outdoor lumber yards or storage areas provided these areas are screened with a six-foot high, 100 percent opaque fence.
10. Clubs, lodges, fraternal institutions and meeting halls.
11. Contractor's offices with outdoor storage of equipment or materials provided the storage or equipment areas are screened with a six-foot high, 100 percent opaque fence.
12. Custom dressmaking and sewing shops.
13. Dry cleaning, plant or pick-up and delivery stations.

14. Food stores or grocery stores.
15. Garden supply centers and greenhouses (including accessory outdoor storage).
16. Lawnmower repair shops.
17. Locksmith shops.
18. Machine, welding, radiator or muffler repair shops.
19. Mobile buildings (temporary, while any of the permitted or special uses are under construction, but not to exceed six months).
20. Mobile home or mobile building leasing or sales lots (new or used).
21. Office/showroom facilities.
22. Pest control businesses.
23. Pet shops or grooming establishments.
24. Plant nursery sales facilities.
25. Planned Shopping Centers including Grocery Stores (over 25,000 square feet).
26. Plumbing, electrical, pool and home building supply showrooms and sales centers.
27. Recreation facilities (indoor, such as bowling alleys, skating rinks, and movie theaters and commercial outdoor, such as miniature golf courses, driving ranges, water slides or drive-in theaters).
28. Sports bars and lounges.
29. Utility structures such as electric transformer stations, telephone exchanges, gas regulator stations, water and wastewater pumping stations, and water tanks may be located to serve the public interest, provided such facilities comply with the following requirements:
    a. Any building or structure, except a surrounding fence, shall be set back at least thirty (30) feet from any property line.
    b. The facility shall be completely surrounded by a woven wire fence at least eight (8) feet high.
    c. The facility shall be furnished with a planted buffer not less than ten (10) feet wide to create an effective visual screen on all sides.
    d. The facility may not be used for the storage of vehicles or equipment.
30. Van, Moving or Truck Rental (e.g. U-Haul, Ryder) provided such facilities comply with the following requirements:
    a. Equipment or rental vehicles shall not be parked or stored in the required front yard.
    b. The storage area for the vehicles or equipment to be rented shall be screened by a solid fence at least six (6) feet high.
    c. The storage area shall be located no closer than 100 feet from any side or rear property lines zoned residential and shall be appropriately landscaped and maintained.
31. Vehicle rental establishments.
32. Weaving apparel shops.
33. Restaurants.

34. Downtown pubs (2,000 s.f. or less)

35. Breweries (less than 10,000 s.f.)

C. Temporary Uses

1. Within the C-3 Central Business District and Heavy Commercial District only the following temporary uses are permitted:

   a. Fruit Stands:

      (1) The sale of fruits and vegetables not to exceed a period of three (3) months.

   b. Charitable or Non-profit Private Events:

      (1) Not to exceed a period of two (2) days.

   c. Pumpkin and Christmas Tree Sales:

      (1) Allowed between October 15 and January 1.

   d. Sidewalk Sales:

      (1) The sale of any items in association with an existing business located on the premises as a principal use.

      (2) Not to exceed 2 days.

   e. Celebrations and/or Customer Appreciation Events for Private Businesses:

      (1) Event must be located on the same premises as a principal use (i.e., parking lot or tent sales).

      (2) Events shall be limited to a maximum two (2) events per location for each calendar month.

      (3) A total of six (6) events per location for each calendar year.

   f. Privately sponsored community events:

      (1) Public roadways shall remain open with adequate traffic control.

      (2) Not to exceed a maximum two (2) days.

   g. Farmers Markets / Outdoor Markets:

      (1) The market must be located wholly on private property.

      (2) Adequate parking and safety signage shall be provided to ensure safe pedestrian and vehicle travel.

      (3) Grass parking is allowed off of public right-of-way if a paved entrance is utilized.

      (4) The use shall be limited to weekend Saturdays & Sundays between the hours of 8:00AM to 4:00 PM. The sale of alcohol is prohibited.

   h. The sale of fireworks with the following requirements:

      (1) The temporary sales location must be accessed through an approved D.O.T. entrance.

      (2) A paved parking area with a minimum of five (5) parking spaces must be available for patron and seller use.

      (3) On-site generators are prohibited.

2. Requirements for Approval of a Temporary Use Permit:

   a. Written permission of the property owner(s) must be provided.

   b. Private events shall not encroach public property or right-of-way without permission.

   c. A total of two (2) signs may be erected for temporary events under with the following considerations:

      1) Air-or gas-filled balloons or other devices which have a capacity for air or gas which does not exceed three (3) cubic feet.

      2) Streamers or pennants.

      3) Flags or banners, maximum size of thirty-two (32) square feet.

      4) Temporary signs shall not be closer than ten (10) feet to the pavement of any street or any public right-of-way.

      5) Temporary yard signs not to exceed six (6) square feet.

   d. Adequate parking, ingress and egress must be provided on-site or written permission must be obtained if parking is provided on an adjoining property.

   e. All requirements of the Fire Marshal's Office, Georgia Environmental Health Department, and the USDA must be followed at all times regarding food preparation, preservation, and sales.

   f. Requirements of the Dacula Alcohol Ordinance must be adhered to at all times. An off duty uniformed Post certified officer is required onsite if alcohol is to be served on the premises of the event.

   g. All other requirements for licenses and regulations of the City of Dacula shall be met.

   h. Temporary use permits shall be counted towards a business not a multi-tenant commercial building.

   i. Restroom facilities shall be provided by the applicant during the temporary event.

   j. A certificate of general liability insurance (minimum $1,000,000) must be provided prior to permit approval.

   k. A temporary permit is applied for and approved by the City Administrator or his/her designee.

   l. The City Administrator shall have the authority to grant administrative variances on temporary uses and requirements of a temporary use permit.

D. Special Exceptions:

Within the C-3 Central Business District and Heavy Commercial District, the following uses may be permitted provided the applicant for such a development is granted a Special Exception subject to the approval of the Mayor and City Council.

1. Caretaker or watchman quarters as an accessory use for the purpose of securing outside storage of equipment and materials that are associated with the primary use of the business.

E. Special Uses.

Within the C-3 Central Business District and Heavy Commercial District, the following uses may

be permitted provided the applicant for such a development is granted a Special Use Permit by the City Council after receiving recommendations from the City Administrator and Planning Commission and after a public hearing.

1. Adult Entertainment Facilities provided the following standards are met:
   a. An adult entertainment facility shall be located no closer than 1,000 feet of another parcel of land with an adult entertainment facility.
   b. An adult entertainment facility shall be located on property which is no closer than 1,000 feet of any parcel of land which is zoned for residential use or purposes.
   c. An adult entertainment facility shall be located no closer than 1,000 feet from any parcel of land upon which a governmental facility, church, residence, park, library, school ground, public park or playground, or college campus is located.
   d. An adult entertainment facility shall be located no closer than 1,000 feet from any parcel of land upon which any establishment selling alcoholic beverages is located.
   e. Shall contain at a minimum of three (3) acres of land and at least one hundred (100) feet of road frontage.
   f. For the purposes of these standards, distance shall be by airline measurement from property line, using the closest property lines of the parcels of land involved. The term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit.
2. Carnival rides not to exceed 15 days provided no structure or equipment is located within 500 feet of any residential property lines.
3. Places of worship to include but not necessarily be limited to churches, temples, mosques, synagogues or the like located in single occupancy buildings.
4. Taxi / limousine services.
5. Tattoo / body art / body modification establishments.
6. Indoor or outdoor gun ranges.
7. Massage parlors.
8. Pawn Shops.
9. Equipment rental, sales or service (including heavy equipment, farm equipment, bulldozers, backhoes, forklifts, cranes, etc.).
10. Hotels or motels.
11. Log splitting and storage lots, provided splitting and storage areas are screened with a six-foot high, 100 percent opaque fence.
12. Taxidermists.
13. **Distilleries (less than 10,000 s.f.)**

F. Other Provisions:

1. Mobile food units are permitted with a City issued permit.

Section 908. M-1, Light Manufacturing District.

The M-1, Light Manufacturing District is comprised of lands that are located on or have ready access to a Major Street or State Highway and are well adapted to industrial development but whose proximity to residential makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions. This District limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors. The M-1, Light Manufacturing District is established to provide a location for those heavy commercial and light industrial operations which demonstrate characteristics that are able to meet comparatively rigid specifications for nuisance-free operation.

A. Area, Yard and Height Requirements:

Dist.	Minimum Dwelling Unit Size (Sq.Ft.)	Minimum Lot Area Size (Sq.Ft)	Minimum Width (Ft)	Setback from Right-of-Way (Ft.)		Minimum Side Yard (Ft.)	Minimum Rear Yard (Ft.)	Maximum Height (Ft.)
				Major Street (Ft.)	Interior Street (Ft.)			
M-1	-	43,560	100	50	50	20(1)	20(1)	40

(1) Buffer zones are required in addition to side and rear yard where an office-institutional, business, or manufacturing use abuts a Residential District.

B. Permitted Uses:

Only the following permitted uses shall be allowed in the M-1 Light Manufacturing District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of a) uses lawfully established prior to the effective date of the amendment b) special uses as permitted herein or c) accessory uses defined in Article III, Definitions; or other uses which are clearly similar to and consistent with the purpose of this District.

1. Agriculture and horticulture, except the raising of livestock.
2. Appliance Repair Shop.
3. Art Gallery.
4. Assembly Plant (non-durable goods).
5. Automatic Teller Machine (freestanding).
6. Automobile/Truck Rental Agency.
7. Automotive Sales Lots and associated service facilities (new or used).
8. Bakery Shop (accessory retail).
9. Baking Plants.
10. Building Materials Wholesaler.
11. Building Material Yards including milling operations.
12. Cabinet shops and furniture manufacturing.
13. Cafeteria (employee/accessory only).
14. Cold Storage Plant or commercial cold storage.

15. Contractor's Offices with no outdoor storage of equipment.
16. Crematories.
17. Depot/Passenger Terminal (bus, rail).
18. Dog kennels.
19. Farm Equipment sales and service.
20. Financial Services/Institutions.
21. Fraternal Club or Lodge.
22. HVAC Equipment Dealers.
23. Hospital/Clinic/Convalescent Home.
24. Ice Manufacturing/Packing Plant.
25. Laboratory, research and testing.
26. Machine Shop.
27. Maintenance Shop (fleet vehicles).
28. Meat Processing or packaging, except slaughtering, poultry killing, and dressing of animals shall not be allowed.
29. Medical/Dental Laboratory.
30. Mini-Warehouses/personal storage warehouses.
31. Movie Studio.
32. Museum.
33. Newspaper, printing or publishing.
34. Offices or Office Parks.
35. Office, professional/business.
36. Outdoor storage yards, other than junkyard, if they meet the following requirements:
    a. They shall be set back at least fifteen (15) feet from any side or rear property lines.
    b. The yard shall be screened by a solid fence at least six (6) feet high located at the edge of the storage yard.
    c. The fifteen foot area shall be appropriately landscaped and maintained.
37. Parking deck.
38. Pest Control/Extermination Business.
39. Pharmacy (accessory).
40. Photo Processing Plant.
41. Photo Studio.
42. Plant Nursery (wholesale or retail).
43. Plastics Extrusion Plant.

44. Plumbing Equipment Dealers.
45. Printing/Bookbinding/Publishing Plant.
46. Public Buildings and Offices (Libraries, Government Offices, etc.).
47. Radio/Television Station and Transmitter.
48. Recreation Facilities/Training Center, Indoor (gymnastics schools, baseball academies, etc.).
49. Recording/Rehearsal Studio.
50. Recovered Materials Processing Facility, or Recycling Station, provided the following standards are met:
    a. Activities shall be limited to collection, sorting, compacting and shipping.
    b. Along the entire road frontage (except for approved access crossings), provide a 3-foot high landscaped earthen berm with a maximum slope of 3 to 1 and/or a minimum six-foot high, 100 percent opaque, solid wooden fence or masonry wall. The fence/wall or berm must be located outside of any public right-of-way and interior to any landscaped strip. The finished side of a fence/wall shall face the exterior property lines.
    c. The facility shall not be located adjacent to or across the street from any property used for or zoned for single family residential use.
    d. Lighting for such facilities shall be placed in such a fashion as to be directed away from any nearby residential areas.
    e. Materials collected shall not be visible and shall be deposited in a bin or bunker. All sorting and collection bins shall either be enclosed and have chutes available to the public or be located inside a fully-enclosed building.
    f. No outdoor storage of uncontainerized materials shall be allowed.
51. Retail Sales Showrooms and Warehouse Stores,
52. Taxi/Limousine Service.
53. Telephone Exchange Building.
54. Trade/Vocational School.
55. Truck and Bus Sales Leasing/Repair (heavy truck/tractor trailer).
56. Truck or Moving Van Rental (e.g. U-Haul, Ryder) provided such facilities comply with the following requirements:
    a. Equipment or rental vehicles shall not be parked or stored in the required front yard.
    b. The storage area for the vehicles or equipment to be rented shall be screened by a Solid fence at least six (6) feet high.
    c. The storage area shall be located no closer than 100 feet from any side or rear property lines zoned residential and shall be appropriately landscaped and maintained Truck Terminal.
57. Upholstery Shop.
58. Utility stations including water and wastewater treatment facilities, building and grounds for storage of vehicles, equipment, and materials.
59. Veterinary offices, hospitals, and laboratories.

60. Weather Service Station.

61. Wholesaling and warehousing with offices.

62. Breweries (10,000 s.f. or greater).

C. Special Exceptions:

Within the M-1 Light Manufacturing District, the following uses may be permitted provided the applicant for such a development is granted a Special Exception subject to the approval of the Mayor and City Council.

1. Caretaker or watchman quarters as an accessory use for the purpose of securing outside storage of equipment and materials that are associated with the primary use of the business.

D. Special Uses:

Within the M-1, Light Manufacturing District, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit by the City Council after receiving recommendations from the City Administrator and Planning and Zoning Board and after a public hearing.

1. Railroad sidings for maintenance and terminal facilities for train cars or engines.
2. Private Kindergarten, Grade or High School.
3. Stadium/Concert Hall/Amphitheater (County Board of Education Schools excepted).
4. Wood Chipping/Shredding, and Yard Trimmings Composting Facility provided the following conditions are met:
    a. Composting materials shall be limited to tree stumps, branches, leaves, and grass clippings or similar putrescent vegetative materials, not including animal products, inorganic materials such as bottles, cans, plastics, metals, or similar materials.
    b. Along the entire road frontage (except for approved access crossings), and along the side and rear property lines, provide a three-foot high landscape earthen berm with a maximum slope of three to one and/or a minimum six-foot high, 100 percent opaque, solid wooden fence or masonry wall. The fence/wall or berm must be located outside of any public right-of-way and interior to any landscape strip. The finished side of a fence/wall shall face the exterior property lines.
5. Places of worship to include but not necessarily be limited to churches, temples, mosques, synagogues or the like located in single occupancy buildings.
6. Day care facilities provided they comply with all State day care and Health Department requirements.
7. Residential or community shelter.
8. **Distilleries (10,000 s.f. or greater).**

Section 909. M-2 Heavy Manufacturing/Industry District.

Intent and Purpose. The M-2 Heavy Manufacturing/Industry District provides a location for those industrial operations and processes that are not public nuisances and are not dangerous to the health, safety or general welfare of the inhabitants of the City of Dacula, Georgia. The M-2 Heavy Manufacturing/Industry District shall be located on or have ready access to a major street, as defined herein.

A. Area, Yard and Height Requirements:

Dist.	Minimum Dwelling Unit Size (Sq.Ft.)	Minimum Lot Area Size (Sq.Ft)	Minimum Width (Ft)	Setback from Right-of-Way (Ft.)		Minimum Side Yard (Ft.)	Minimum Rear Yard (Ft.)	Maximum Height (Ft.)
				Major Street (Ft.)	Interior Street (Ft.)			
M-2	-	43,560	100	50	50	20(1)	20(1)	40

(1) Buffer zones are required in addition to side and rear yard where an office-institutional, business, or manufacturing use abuts a Residential District.

B. Permitted Uses:

Only the following permitted uses shall be allowed in the M-2 Heavy Manufacturing/Industry District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of: a) uses lawfully established prior to the effective date of the amendment; b) special uses as permitted herein; or c) accessory uses defined in Article III, Definitions; or other uses which are clearly similar to and consistent with the purpose of this District.

1. Aircraft Factory.
2. ~~Alcoholic Beverage Plant/Distillery.~~ **Alcoholic beverage manufacturers.**
3. Assembly plant (durable goods).
4. Concrete or Masonry Plant.
5. Chemical Plant.
6. Crematory.
7. Dye Casting Works.
8. Feed Processing Facility.
9. Fertilizer Plant.
10. Manufacturing, outdoor.
11. Metal Smelting/Forging Works.
12. Railroad maintenance terminal, repair/storage yard facilities.
13. Stadium/Concert Hall/Amphitheater (County Board of Education Schools excepted).
14. Rubber/Tire/Retreading Plant.
15. Sugar Refinery.
16. Tannery - Leather Processing.
17. Wood Chipping/Shredding, and Yard Trimmings Composting Facility provided the following conditions are met:

    a. Composting materials shall be limited to tree stumps, branches, leaves, and grass clippings or similar putrescent vegetative materials, not including animal products, inorganic materials such as bottles, cans, plastics, metals, or similar materials.

    b. Along the entire road frontage (except for approved access crossings), and along the side and rear property lines, provide a three-foot high landscape earthen berm with a

maximum slope of three to one and/or a minimum six-foot high, 100 percent opaque, solid wooden fence or masonry wall. The fence/wall or berm must be located outside of any public right-of-way and interior to any landscape strip. The finished side of a fence/wall shall face the exterior property lines.

18. **Breweries (10,000 s.f. or greater).**

C. Special Exceptions:

Within the M-2 Heavy Manufacturing/Industry District, the following uses may be permitted provided the applicant for such a development is granted a Special Exception subject to the approval of the Mayor and City Council.

1. Caretaker or watchman quarters as an accessory use for the purpose of securing outside storage of equipment and materials that are associated with the primary use of the business.

D. Special Uses:

In addition to the criteria for review listed in Section 1706 for a Special Use Permit, the following criteria shall also be addressed for a Special Use within the M-2 Heavy Manufacturing/Industry District:

1. The proximity of the proposed use to existing residential structures or residentially zoned property;
2. Whether the proposed use will generate pollutants of the air or water and, if so, the method proposed by the applicant for insuring that the proposed use will comply with all state and federal environmental regulations;
3. Whether the proposed use will generate excessive traffic, noise, vibration, smoke, dust, gas fumes, odors, radiation, or create a fire or explosion hazard which may be objectionable due to proximity to surrounding structures, or which will adversely affect the existing use or usability of adjacent or nearby property;
4. How neighboring properties may be affected by the height of any proposed structure; and
5. Whether the use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with surrounding land uses and would not be in conflict with the overall general objectives of the Comprehensive Land Use Plan.

Within M-2 Heavy Manufacturing/Industry District, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit by the City Council after receiving recommendations from the City Administrator and Planning Commission and after a public hearing:

1. Asphalt Plant.
2. Bulk Storage Tanks including natural gas or fuel storage stations. No above ground storage facilities may be located closer than 500 feet to a Residential District. All storage is to be subject to approval of the Fire Department.
3 Places of worship to include but not necessarily be limited to churches, temples, mosques, synagogues or the like located in single occupancy buildings.
4. Composting Facility.
5. Explosives Plant/Storage.
6. Petroleum Refinery/Processing Plant.

7. Paper/Pulp Mill.
8. Scrap Tire Processing Plant.
9. Solid Waste Transfer Stations.
10. Waste Incineration Facility.
11. Landfills provided the following conditions are met:
    a. A minimum 200-foot natural, undisturbed buffer shall be provided between all active waste burial areas and exterior property lines except for approved perpendicular access and utility crossings.
    b. A minimum 75-foot natural, undisturbed buffer shall be provided between non-waste disposal operations and exterior property lines except for approved perpendicular access and utility crossings.
    c. The limits of any 100-year floodplain or a stream buffer of 200 feet, whichever is greater, shall be preserved as natural, undisturbed area except for approved perpendicular access and utility crossings.
    d. The entire site shall be fenced with a minimum six-foot high chain link security fence.
    e. The landfill shall be located on or have direct private access to a road designated on the Long Range Road Classification Map as a major collector, minor arterial, major arterial or principal arterial.
    f. The applicant shall include with the Special Use Permit application a report detailing the phasing of the landfill and plans for closure and reclamation.
    g. The following waste disposal/recycling facilities shall be permitted as accessory uses to landfills meeting the above standards
        1. Composting, Municipal Solid Waste.
        2. Composting, Yard Trimmings.
        3. Gas Recovery/Gas Cogeneration Plant.
        4. Recovered Materials Processing Facility.
        5. Solid Waste Transfer Stations.
12. A quarry for the removal of minerals and other natural materials, together with necessary buildings, machinery and appurtenances thereto, provided that:
    a. Quarry areas being excavated shall be entirely enclosed within a fence located at least ten (10) feet back from the edge of any excavation and of such constructions and height as to be demonstrably able to exclude children and animals from the quarry area.
    b. The operators and owners of the quarry present to the Mayor and Council an acceptable comprehensive plan for the reuse of the property at the cessation of the quarry operations.
    c. In the case of an existing quarry, an extension of the quarry operations beyond the areas being quarried or approved for quarrying at the effective date of this Zoning Resolution of the City of Dacula, Georgia, shall be permitted and shall not be considered a new operation provided that said extension does not extend to within one thousand (1,000) feet of a residential or commercial Zoning District boundary line.

13. Salvage Operation and Junk Yard providing the following conditions are met:

    a. The junkyard is located no closer than three hundred (300) feet to a residential or commercial Zoning District boundary line.

    b. The junkyard is completely enclosed with a solid fence not projecting into the right-of-way of any roadway adjoining said junkyard, not less than eight (8) feet high and in no case less than such height as will effectively screen all storage and other operations from view.

    c. The junkyard is located no closer than one thousand (1,000) feet from the nearest edge of the right-of-way of any major arterial roadway, within this subpart "major arterial roadway" is defined as any roadway, street or thoroughfare within the City limits of Dacula, Georgia, having a right-of-way of one hundred (100) feet or greater.

14. **Distilleries (10,000 s.f. or greater).**