



**Mayor and City Council Regular Meeting**  
**Thursday, November 07, 2024 at 7:00 PM**  
Dacula City Hall, Council Chambers  
442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

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**Agenda**

**CALL TO ORDER AND ROLL CALL OF MEMBERS:**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**APPOINTMENT:**

1. Appointment for Council vacancy

**CONSENT AGENDA:**

- [2.](#) Approval of the Minutes from the Worksession Meeting on October 3, 2024
- [3.](#) Approval of the Minutes from the Regular Meeting on October 3, 2024
- [4.](#) Approval of the Minutes from the Special Called Meeting on October 15, 2024
- [5.](#) Official Acceptance of Annexation Application
- [6.](#) Brookton North Subdivision FFY-2025 LMIG Application
- [7.](#) Bid package for Brookton North subdivision improvements
- [8.](#) Proposal for hardscape and landscape improvements
- [9.](#) Sanitation truck purchase

**OLD BUSINESS:**

- [10.](#) **Rezoning Application: 2024-CD-RZ-02**, Applicant: Key Growth Capital, LLC c/o Powell & Edwards, LLP, Owner: Core City Developers, LLC requests rezoning from C-1 Neighborhood Commercial District to C-2 General Business District. The property is located in Land Lot 299 of the 5th District and contains 2.108 acres more or less.

**NEW BUSINESS:**

**STAFF COMMENTS:**

**MAYOR AND COUNCIL COMMENT(S):**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION: Personnel and real property matters**

**ADJOURNMENT:**



# Mayor and City Council Worksession

Thursday, October 03, 2024 at 6:00 PM

Dacula City Hall, Council Chambers

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

## Minutes

### **I. CALL TO ORDER AND ROLL CALL OF MEMBERS:**

6:01 pm

#### **Councilmembers Present:**

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

#### **City Staff Present:**

Brittni Nix, City Administrator  
 Jack Wilson, City Attorney  
 Courtney Mahady, Administrative Clerk  
 Hayes Taylor, City Planner  
 Dana Stump, Administrative Assistant for Planning & Zoning  
 Amy White, Chief Marshal  
 Alethia Hyman, City Tax Clerk  
 Renee Cooke, Front Desk Clerk

### **II. OLD BUSINESS:**

*There was no old business.*

### **III. NEW BUSINESS:**

Motion to amend the agenda to add item #6 “Change order for Wilson St. gravel lot” under new business made by Councilmember Mitchell, Seconded by Councilmember Williams.

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

The Mayor and Council discussed the following items:

1. Gateway signage discussion  
*Mike Reedy discussed the gateway signage.*
2. Rezoning Application: 2024-CD-RZ-02  
*City Planner, Hayes Taylor, discussed the 2024-CD-RZ-02 rezoning application.*

- 3. Ordinance to amend Chapter 3 - Municipal Court  
*City Attorney, Jack Wilson, discussed the Municipal Court ordinance amendment.*
- 4. Ordinance to amend Chapter 4 - Alcoholic Beverages  
*City Attorney, Jack Wilson, discussed the Alcoholic Beverages ordinance amendment.*
- 5. Ordinance to add Chapter 12, Article XX - Free Standing Convenience Stores and Free Standing Gas Stations  
*City Administrator, Brittini Nix, discussed the ordinance to add Chapter 12, Article XX to the Dacula Code of Ordinances.*
- 6. Change order for Wilson St. gravel lot  
*City Administrator, Brittini Nix, discussed the change order for the Wilson St. gravel lot project.*

**IV. MARSHAL UPDATE:**

Amy White provided the marshal update.

**V. CITY ADMINISTRATOR UPDATE:**

Brittini Nix provided the city administrator update.

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

*None*

**VII. ADJOURNMENT:**

Meeting adjourned at 6:38 p.m.

Minutes approved \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Mayor and City Council Regular Meeting**  
**Thursday, October 03, 2024 at 7:00 PM**  
**Dacula City Hall, Council Chambers**  
**442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451**

**Minutes**

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

Mayor King called the October 3, 2024 Council Meeting to order at 7:00 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

**Councilmembers Present:**

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

**City Staff Present:**

Brittini Nix, City Administrator  
 Jack Wilson, City Attorney  
 Courtney Mahady, Administrative Clerk  
 Hayes Taylor, City Planner  
 Dana Stump, Administrative Assistant for Planning & Zoning  
 Amy White, Chief Marshal  
 Alethia Hyman, City Tax Clerk  
 Renee Cooke, Front Desk Clerk

*A worksession was held prior to the regularly scheduled meeting to allow the elected officials to discuss this evening's agenda items. No other items were discussed, and no action was taken in the worksession.*

**II. INVOCATION:**

Pastor Mark Chandler gave the invocation.

**III. PLEDGE OF ALLEGIANCE:**

Mayor King led the Pledge of Allegiance.

**IV. CONSENT AGENDA:**

Motion to amend the agenda to add item #6 "Change order for Wilson St. gravel lot" under the consent agenda made by Councilmember Williams, Seconded by Councilmember Haynes, Jr..

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

1. Approval of Minutes from the Worksession Meeting on September 5, 2024
2. Approval of Minutes from the Regular Council Meeting on September 5, 2024
3. Ordinance to amend Chapter 3 - Municipal Court
4. Ordinance to amend Chapter 4 - Alcoholic Beverages
5. Ordinance to add Chapter 12, Article XX - Free Standing Convenience Stores and Free Standing Gas Stations
6. Change order for Wilson St. gravel lot

Motion to approve consent agenda as listed made by Councilmember Mitchell, Seconded by Haynes, Jr.  
Voting Yea: Councilmember Williams, Councilmember Mitchell, Councilmember Haynes, Jr.

**V. OLD BUSINESS:**

*None*

**VI. NEW BUSINESS:**

6. **PUBLIC HEARING: 2024-CD-RZ-02**, Applicant: Key Growth Capital, LLC c/o Powell & Edwards, LLP, Owner: Core City Developers, LLC requests rezoning from C-1 Neighborhood Commercial District to C-2 General Business District. The property is located in Land Lot 299 of the 5th District and contains 2.108 acres more or less.

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

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

City Planner, Hayes Taylor, presented the staff case report for the rezoning application. The applicant requests rezoning the subject property from C-1 Neighborhood Commercial District to C-2 General Business District. Mr. Taylor noted staff recommends adding a condition that prohibits drive-thru uses. Mr. Taylor stated staff recommends approval with conditions.

Mayor King inquired if a bond would be issued for the tree privacy screen in case anything happened to the trees.

Mr. Taylor stated that is typically worked out during the land disturbance phase of the project.

Applicant Representative, Chuck Ross, 10 Lumpkin St., Lawrenceville, GA 30046, gave a presentation regarding the proposed Planet Fitness. Mr. Ross addressed that there was a correction to the site plan that relocated the entrance as shared drive between the carwash and the proposed Plant Fitness. He then presented statistics from the locations in Roswell and Alpharetta customers check in times, noting that few customers come between the hours of 12:00 a.m. and 5:00 a.m. Mr. Ross stated that the proposed rezoning would be beneficial for the surrounding area with conditions that would be placed on the property.

*Public comment in opposition/questions:*

Danielle Jefferson, 2345 Waycross Lane, Dacula, GA 30019, inquired if there were any time statistics from locations that were closer to Dacula.

Morgan O'Brien, 2407 Courtney Renea Drive, Dacula, GA 30019, inquired if the neighborhood next to the proposed Planet Fitness could be included in the potential center turn lane. Ms. O'Brien then asked whether there was anything that could be done to fix the drainage problem at the neighborhood's front entry. Next, Ms. O'Brien inquired about the light pollution coming from the building and parking lot.

Alethia Hyman, 1104 Campbell Pine Trail, Lawrenceville, Georgia, 30045, stated that as a member of Planet Fitness, she has not witnessed any loitering in the parking lots at the location she visits. Ms. Hyman stated that the gym is for average people who come in, work out, and leave.

Councilmember Haynes, Jr. added that he too is a member of Planet Fitness and noted that very few people are there at the times he visits.

Maria Barna, 2428 Courtney Renea Drive, Dacula, GA 30019, addressed her concerns about the noise and the safety for the kids in her neighborhood.

*Responses:*

Mr. Ross noted the applicant is requesting the application be tabled to the council meeting on November 7 to allow time to respond to the Georgia DOT's request for a center turn lane. Mr. Ross addressed the questions and concerns mentioned by the citizens.

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

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

- 7. Rezoning Application: 2024-CD-RZ-02**, Applicant: Key Growth Capital, LLC c/o Powell & Edwards, LLP, Owner: Core City Developers, LLC requests rezoning from C-1 Neighborhood Commercial District to C-2 General Business District. The property is located in Land Lot 299 of the 5th District and contains 2.108 acres more or less.

Motion to table the application to the November 7 council meeting made by Councilmember Haynes, Jr., Seconded by Councilmember Mitchell.

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

**VII. STAFF COMMENTS:**

*None*

**VIII. MAYOR AND COUNCIL COMMENT(S):**

8. Submission of the FY-2025 Proposed Budget and FY-2024 Budget Adjustments to City Council and the citizens of Dacula

Mayor King submitted the FY-2025 Proposed Budget and FY-2024 Budget Adjustment to City Council and the citizens of Dacula for review. He also noted that Public Hearings for the budget are scheduled for 6:30 p.m. on November 7, 2024 and December 5, 2024.

Councilmember Mitchell encouraged the public to review the budget, emphasizing that it requires a lot of time to prepare.

Councilmember Haynes, Jr. thanked the citizens for coming to the meeting and voicing their concerns.

**IX. PUBLIC COMMENTS:**

Danielle Jefferson, 2345 Waycross Lane, Dacula, GA 30019, first thanked the staff for all their assistance when she has called. Ms. Jefferson expressed her concern for some issues that have occurred in her neighborhood.

Jimmy Phan, 1404 Filigree Place, Dacula, GA 30019, shared his thoughts on the draft Downtown Overlay District plan.

**X. EXECUTIVE SESSION: Personnel, real property, and legal matters**

Motion to exit regular session and enter executive session made by Councilmember Williams, Seconded by Councilmember Haynes, Jr. for the purposes of personnel, real property, and legal matters at 7:43 p.m. Voting Yea: Councilmember Williams, Councilmember Mitchell, Councilmember Haynes, Jr.

Motion to exit executive session and reconvene regular session made by Councilmember Haynes, Jr. Seconded by Councilmember Williams at 8:25 p.m.

Voting Yea: Councilmembers Williams, Councilmember Spain, Councilmember Mitchell, Councilmember Haynes, Jr.

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

**XI. ADJOURNMENT:**

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

Meeting adjourned at 8:26 p.m.

*Minutes approved* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*





# Mayor and City Council Special Called Meeting

Tuesday, October 15, 2024 at 5:30 PM

Dacula City Hall, Council Chambers

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

## Minutes

### **I. CALL TO ORDER AND ROLL CALL OF MEMBERS:**

Mayor King called the October 15, 2024 Special Called Meeting to order at 5:31 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

#### **Councilmembers Present:**

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

#### **City Staff Present:**

- Brittni Nix, City Administrator
- Jack Wilson, City Attorney
- Courtney Mahady, Administrative Clerk
- Hayes Taylor, City Planner
- Dana Stump, Administrative Assistant for Planning & Zoning
- James Ross, City Marshal

### **II. INVOCATION:**

Councilmember Williams gave the invocation.

### **III. PLEDGE OF ALLEGIANCE:**

Mayor King led the Pledge of Allegiance.

### **IV. CONSENT AGENDA:**

1. First Amendment to City of Dacula Employment Agreement

Motion to approve the consent agenda as listed made by Councilmember Haynes, Jr., Seconded by Councilmember Mitchell.

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

### **V. NEW BUSINESS:**

**2. PUBLIC HEARING:** Ordinance to amend Article IX, Section 917 of the Zoning Resolution to add the Downtown Overlay District

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

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

City Planner, Hayes Taylor, gave a presentation discussing the elements of the Downtown Overlay District. He mentioned that the Special Use Permit section has been updated since the Planning Commission unanimously recommended approval on September 30.

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

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

**3. Ordinance to amend Article IX, Section 917 of the Zoning Resolution to add the Downtown Overlay District**

Councilmember Haynes, Jr inquired about an ordinance limiting the number of gas stations.

City Administrator, Brittini Nix, stated that at last month's meeting, Council instituted a population cap for gas stations within the entire city limits. Staff is proposing a required Special Use Permit for gas stations within the overlay district area.

Councilmember Mitchell requested clarification on the Special Use Permit process whether it was done administratively or if special use permit applications came before City Council for approval or denial.

Ms. Nix explained that the special use permit process follows the rezoning process. The applicant would be required to have public hearings before the Planning Commission and the City Council before a decision is made on the Special Use Permit application.

Motion to approve the ordinance amendment to add the Downtown Overlay District to the Zoning Resolution with updates in Attachment A made by Councilmember Mitchell, Seconded by Councilmember Haynes, Jr..

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

**VI. EXECUTIVE SESSION: Real property matters**

Motion to exit regular session and enter executive session made by Councilmember Williams, Seconded by Councilmember Haynes, Jr. for the purposes of real property matters at 5:42 p.m.

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

Motion to exit executive session and reconvene regular session made by Councilmember Mitchell, Seconded by Councilmember Haynes, Jr. at 6:30 p.m.

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

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

**VII. ADJOURNMENT:**

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

Meeting adjourned at 6:31 p.m.

*Minutes approved* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*



## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Hayes Taylor, City Planner  
DATE: November 7, 2024  
SUBJECT: Official Acceptance of Annexation Application  
CASE: 2024-CD-AA-01

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The Department of Planning & Development is in receipt of a complete application for property annexation into the City of Dacula. Article 36, Section 36 of the Official Code of Georgia (O.C.G.A 36-36-113) requires that the annexation be officially accepted by the Mayor & City Council before any further action can be taken on said application. City staff recommends that the subject application be accepted and placed on the next available agenda.

Please Note: Only acceptance of the application is being considered. No part of the proposed annexation is/can be approved with the recommended motion.



Abutting property to 2053 Alcovy Road



Page 1  
APPLICATION FOR ANNEXATION  
CITY OF DACULA  
P. O. BOX 400  
DACULA, GEORGIA 30019-0007

Ordinance No.: \_\_\_\_\_ Date: 10/9/24

Final Approval Date: \_\_\_\_\_ Application No.: \_\_\_\_\_

I Hereby Request That The Property Described In This Application Be Annexed Into The Dacula City Limits With a Zoning Classification of R-TH

Address of Property to Be Annexed: 2053 Aicovy Road, Dacula, GA. 30019

Area: 8.82 Acres, or \_\_\_\_\_ Square Feet \_\_\_\_\_ Tax Map Number R 5268-009

Owner of Property Kenneth W. Edwards, SR. and Theresa B. Edwards

Telephone Number \_\_\_\_\_

Address 2636 Jersey - Social Circle Road, Social Circle, GA. 30025

Applicant Local Land Co. LLC

Telephone Number (404) 831-2804

Address 3630 Peachtree Road, Atlanta, GA. 30326

*If the Owner and Applicant Are Not the Same, Please Complete Attachment 1.*

Resident Populati 8,101 Housing Units 2,187 Other Buildings \_\_\_\_\_

Race Population 42.75% White 27.93% Black 20.15% Other \_\_\_\_\_

A. Reasons For Requesting Annexation: Give a brief summary of the reasons for requesting annexation: AS  
the city continues to grow, we would like to help and provide more housing stock. over 9,000 forecasted population in 2025 and we can  
help support the growth.

B. Site Plan - All site plans shall draw the location of existing buildings and other improvements to the property.

C. Property Description - A written legal description and recent plat of the property to be submitted.

D. Meeting Dates and Processing of Applications - See Attachment 2.

E. Fee - \$2,250.00

F. Authorization To Inspect Premises - I hereby authorize the Dacula City Council to inspect the premises which are the subject of this annexation application.

G. Petition Requesting Annexation - Attachment 3 must be completed by owners.

H. Annexation Questionnaire - Attachment 4 must be completed.

B. Edwards  
Signature of Applicant

PETITION REQUESTING ANNEXATION  
CITY OF DACULA, GEORGIA

Date: 10/9/24

TO THE HONORABLE CITY COUNCIL OF THE CITY OF DACULA, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Dacula, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed abuts the existing boundary of Dacula, Georgia, and the description of such territory area is as follows:

Address/Location of Property. Summerwind Subdivision -  
650 Redflower Road, Dacula, GA. 30019

Tax Map Number S-277-004 and S-277-176

*See Attached Description.*

3. It is requested that this territory to be annexed shall be zoned R-TH for the following reasons: Due to the odd shape parcel, an attached townhome product would be a better use for the property. Additionally, we do see R-TH zoning to the East at Alcovy Meadows.

WHEREFORE, the Petitioners pray that the City Council of the City of Dacula, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, do by proper ordinance annex said property to the City Limits of the City of Dacula, Georgia.

Respectfully Submitted,

Owners Address: 2053 Alcovy Road, Dacula, GA. 30019

### PROPERTY OWNER AUTHORIZATION

City of Dacula

Application for Annexation

I Swear That I Am The Owner Of The Property Which Is The Subject Matter Of the Attached Application, As Is Shown In The Records Of Gwinnett County, Georgia.

I Authorize The Person Named Below To Act As Applicant In The Pursuit Of An Annexation Request Of This Property.

Name Of Applicant: Local Land Co LLC

Address: 3630 Peachtree Road

City: Atlanta State: GA Zip Code: 30326

Telephone Number: 404 831-2804

Signed by: Kenneth Edwards  
0AB4C0B3D8B04EA... Signature of Owner

DocuSigned by: Theresa B. Edwards  
4142F9F109874CB





PEF008127

REVISIONS:

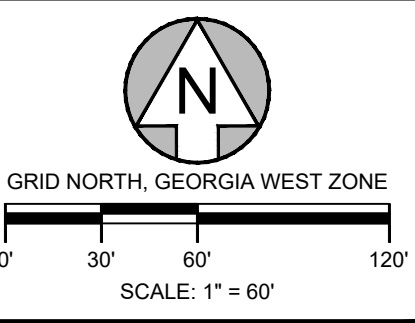
Table with columns for REV #, DATE, DRAWN BY, CHECKED BY

ALTA/NSPS LAND TITLE SURVEY FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY & RESILIENT HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY PROJECT LOCATION: ALCOVY ROAD

CALL BEFORE YOU DIG



SCALE & NORTH ARROW:



SURVEY INFO: DRAWN BY: BJK, REVIEWED BY: GK, JOB #: 02520103, DATE: 10/08/24

SHEET NUMBER: 1 OF 1



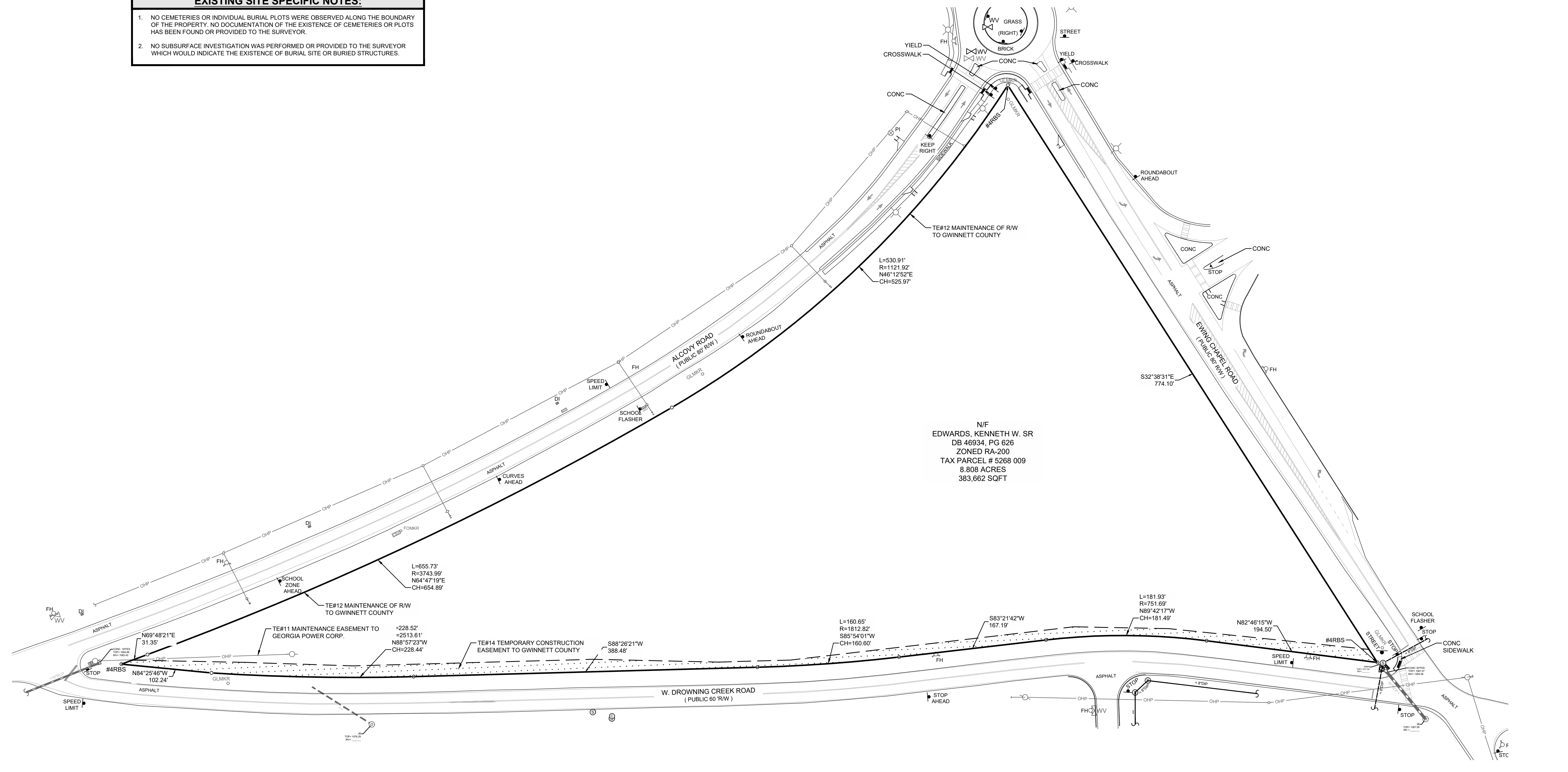
COMMITMENT 33816.07 (9/19/24) 11. EASEMENT FROM CARLTON H. EDWARDS TO GEORGIA POWER COMPANY... 12. EASEMENTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM CARLTON EDWARDS, ET AL. TO GWINNETT COUNTY... 13. TERMS AND CONDITIONS OF THAT CERTAIN BOUNDARY LINE AGREEMENT BY AND BETWEEN ALCOVY ROAD ASSOCIATES... 14. TEMPORARY CONSTRUCTION EASEMENT FROM CARLTON H. EDWARDS AND WILLIE RUTH EDWARDS TO GWINNETT COUNTY...

GENERAL NOTES: A. PROPERTY ADDRESS: 2305 ALCOVY ROAD DACULA, GA. 30019 B. TAX PARCEL ID: R5268-009 C. THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOODPLAIN AND IS IN ZONE X... D. LOCATION OF EXISTING UTILITIES ON OR SERVING THE PROPERTY IS SHOWN BY ABOVE GROUND VISIBLE EVIDENCE ONLY... E. IT IS THE RECOMMENDATION OF GASKINS + LECRAW TO HAVE EASEMENTS AND RIGHTS-OF-WAY MARKED AND VERIFIED BY THE APPROPRIATE UTILITY OWNER... F. CURRENT ZONING: RA200 - AGRRES ZONING CLASSIFICATION IS BASED ON GWINNETT COUNTY - GIS RECORDS G. SETBACKS: FRONT - 35/50 FEET BACK - 40 FEET SIDE - 20 FEET SOURCE OF SETBACK INFORMATION: GWINNETT COUNTY - UNIFIED DEVELOPMENT ORDINANCE

GEORGIA SURVEY NOTES: A. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED ON [enter date(s)] ANY CHANGES IN SITE CONDITIONS AFTER THIS DATE ARE NOT REFLECTED ON THE SURVEY. B. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 107,414 FEET... C. HORIZONTAL DATUM IS BASED ON NAD 83, GEORGIA STATE PLANE COORDINATE SYSTEM, GEORGIA WEST ZONE... D. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 354,925 FEET. E. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. F. EQUIPMENT USED: TRIMBLE S6, SPECTRA SP 80 G. SOURCE OF TITLE: KENNETH W. EDWARDS, SR. AND THERESA B. EDWARDS, DEED BOOK 46934, PAGE 626. H. PROPERTY CORNERS SET (#4RBS) ARE 1/2 INCH REBAR WITH PLASTIC CAP STAMPED 'G+L LSF 1371', UNLESS OTHERWISE NOTED.

EXISTING SITE SPECIFIC NOTES: 1. NO CEMETERIES OR INDIVIDUAL BURIAL PLOTS WERE OBSERVED ALONG THE BOUNDARY OF THE PROPERTY... 2. NO SUBSURFACE INVESTIGATION WAS PERFORMED OR PROVIDED TO THE SURVEYOR WHICH WOULD INDICATE THE EXISTENCE OF BURIAL SITE OR BURIED STRUCTURES.

CLERK OF THE SUPERIOR COURT RECORDING INFORMATION



LINE LEGEND table with symbols for PROPERTY LINE, ADJOINING LOT LINE, ROAD CENTERLINE, RIGHT OF WAY, EASEMENT, LAND LOT LINE, STORM SEWER, OVERHEAD POWER, SANITARY SEWER

SYMBOL LEGEND table with symbols for JUNCTION BOX, GRATE INLET, FLARED END SECTION, SINGLE WING CATCH BASIN, PEDESTAL INLET, PAINTED TRAFFIC MARKING, STREET SIGN, IRON PIN FOUND (TYPE NOTED), VALVE, FIRE HYDRANT, SANITARY SEWER CLEANOUT, SANITARY SEWER MANHOLE, LIGHT POLE, GUY WIRE, ELECTRIC METER, CABLE BOX, TELEPHONE BOX, FIBER OPTIC MARKER

ABBREVIATION LEGEND table with abbreviations for RBF, CRBF, RCP, S, N/F, TE#, RW, DI, PI, REBAR FOUND, CAPPED REBAR FOUND, REINFORCED CONCRETE PIPE, END NOT LOCATED, NOW OR FORMERLY, TITLE EXCEPTION NUMBER, RIGHT-OF-WAY, DROP INLET, PEDESTAL INLET

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO: RESILIENT HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FIDELITY NATIONAL TITLE INSURANCE COMPANY. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS... GRAEME KAISER GEORGIA LAND SURVEYOR No. 3277 DATE: 10/18/2024

SURVEYOR'S CERTIFICATION (i) AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES... GRAEME KAISER GEORGIA PLS No. 3277 DATE: 10/18/2024

PARCEL NO. 2:

Item 5.

All that tract of land lying and being in the 5<sup>th</sup> Land District of Gwinnett County, Georgia, and being part of Land Lots 268 and 269, containing 10.15 acres, being bounded as follows:

This being Tract No. 1 in the survey made by Higginbotham & James of Lawrenceville, Georgia, on April 14, 1962. BEGINNING at the center of the Old Lawrenceville-Dacula Road, and running in a northerly direction 553.9 feet to an iron pin and bounded as follows:

Nd

BEGINNING at said iron pin and running North 74 degrees 22 minutes West 1393.2 feet along the line of H. Nixon Mahaffey to an iron pin; thence in a northwesterly direction 467.5 feet along the line of Alvin McMillian property to an iron pin; thence South 73 degrees 30 minutes East 808.7 feet along the line of E. L. Dunagan to an iron pin; thence South 57 degrees 00 minutes East 110 feet along the line of E. L. Dunagan to an iron pin; thence South 87 degrees 30 minutes East 192 feet along the line of E. L. Dunagan to an iron pin; thence North 59 degrees 45 minutes East 159 feet along the line of E. L. Dunagan to an iron pin; thence South 75 degrees 00 minutes East 57.1 feet along the line of E. L. Dunagan to an iron pin; thence in a southeasterly direction 630 feet along the line of other property of Carlton H. Edwards to an iron pin and starting point. The said plat to the above-mentioned property is recorded in the Clerk's Office, Superior Court, in Plat Book "J", Page 3.

Said property being the same property described in a certain Warranty Deed dated April 21, 1962, between H. Nixon Mahaffey and Carlton H. Edwards, recorded in Deed Book 179, Page 488.

PARCEL NO. 3:

All that tract or parcel of land lying and being in the 5<sup>th</sup> Land District of Gwinnett County, Georgia, and being part of Land Lots 277 and 268, containing 33.8 acres, more or less, and bounded as follows:

On the north by lands of the Estate of J. R. Hood, deceased; on the east by lands of the Estate of J. R. Hood, deceased, and the Dacula public road; on the south by the Lawrenceville and Jefferson public road; and on the west by the lands of Nixon Mahaffey.

This is the same land conveyed by J. P. Mahaffey to G. D. Wood by deed dated August 6, 1945, and recorded in Deed Book 88, Page 230, Gwinnett County Records. Said parcel being described in a certain Warranty Deed dated March 3, 1951, between G. D. Wood and Carlton H. Edwards as recorded in Deed Book 99, Page 86, Gwinnett County Records.

LESS AND EXCEPT the following:

East 198.11  
open top pipe found.  
thence South 88° 05' 55" East 200.  
777.61 feet to a point on the northern  
of South 61° 44' 30" W

**PARCEL NO. 1: BK 46934 PG 0629**

All that tract or parcel of land lying and being in Land Lot 268 of the 5<sup>th</sup> Land District, Gwinnett County, Georgia, containing 1.61 acres, and described particularly according to a survey prepared for Lois Vanderford by W. T. Dunahoo & Associates, Inc. dated September 19, 1975, as more particularly described in a certain Quit-Claim Deed dated October 11, 1975, between C. H. Edwards and Willie Ruth Edwards and Virdia Lois Vanderford, recorded in Deed Book 1022, Page 255, Gwinnett County Records, reference to which deed is hereby made for a more particular description of the property conveyed therein.

NCP

**PARCEL NO. 2:**

All that tract or parcel of land lying and being in Land Lots 268 and 269 of the 5<sup>th</sup> Land District, Gwinnett County, Georgia, containing 12 acres, as per plat made by McNally & Patrick, Surveyors, on May 2, 1985, and more particularly described in a certain Warranty Deed dated May 23, 1985, between Carlton H. Edwards and Ken and Theresa Edwards, recorded in Deed Book 3056, Page 240, Gwinnett County Records, reference to which deed is hereby made for a more particular description of the property conveyed therein.

NCP

**PARCEL NO. 3:**

All that tract or parcel of land lying and being in Land Lots 268 and 277, 5<sup>th</sup> Land District, Gwinnett County, Georgia, being 7.491 acres and shown as Tract #4 on a survey for Roddy Sturdivant, dated September 27, 2004, revised April 12, 2005, prepared by W. Slate Bauknight, Georgia Registered Land Surveyor, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at an iron pin set on the northern right of way of Alcovy Road (80' right of way), said iron pin located North 62° 31' 45" East 318.50 feet from a PK nail set at the centerline intersection of Alcovy Road and West Drowning Creek Road; thence along the northern right of way of Alcovy Road a curve having an arc distance of 211.23 feet, a radius of 3369.11 feet, being subtended by a chord bearing and distance of North 66° 13' 55" East 211.19 feet to a point; thence continuing along said right of way a curve having an arc distance of 316.86 feet, a radius of 3369.11 feet, being subtended by a chord bearing and distance of North 61° 44' 30" East 316.75 feet to THE TRUE POINT OF BEGINNING; thence leaving said right of way North 16° 11' 00" West 723.61 feet to a 1/4" open top pipe found; thence North 44° 00' 30" East 357.52 feet to a nail set at an axle found; thence South 30° 29' 55" East 459.82 feet to a rebar found; thence North 60° 30' 10" East 397.15 feet to a rebar found; thence South 50° 11' 15" West 43.50 feet to a rebar found; thence South 48° 54' 15" West 100.90 feet to a rebar found; thence South 23° 20' 15" West 141.50 feet to a rebar found on the northern right of way of Alcovy Road; thence along said right of way a curve having an arc distance of 74.73 feet, a radius of 2904.79 feet, being subtended by a chord bearing and distance of South 32° 06' 15" West 74.73 feet to a point; thence continuing along said right of way South 31° 25' 00" West 84.11 feet to an iron pin found; thence continuing along said right of way South 32° 06' 45" West 115.22 feet to a point; thence continuing along said right of way a curve having an arc distance of 434.58 feet, a radius of 1077.81 feet, being subtended by a chord bearing and distance of South 46° 57' 00" West 431.64 feet to the TRUE POINT OF BEGINNING.

NCP

**PARCEL NO. 4:**

All that tract or parcel of land lying and being in Land Lot 268, 5<sup>th</sup> Land District, Gwinnett County, Georgia, being 9.879 acres and shown as Tract #3 on a survey for Roddy Sturdivant, dated September 27, 2004, revised April 12, 2005, prepared by W. Slate Bauknight, Georgia Registered Land Surveyor, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at an iron pin set on the northern right of way of Alcovy Road (80' right of way), said iron pin located North 62° 31' 45" East 318.50 feet from a PK nail set at the centerline intersection of Alcovy Road and West Drowning Creek Road; thence along the northern right of way of Alcovy Road a curve having an arc distance of 211.23 feet, a radius of 3369.11 feet, being subtended by a chord bearing and distance of North 66° 13' 55" East 211.19 feet to a point and the TRUE POINT OF BEGINNING; thence leaving said right of way North 36° 09' 15" West 1096.07 feet to a 1-1/2" open top pipe found; thence North 80° 10' 25" East 198.11 feet to a 1/4" open top pipe found; thence South 81° 06' 05" East 113.33 feet to a 1/4" open top pipe found; thence South 72° 58' 05" East 162.95 feet to a 1/4" open top pipe found; thence South 88° 05' 55" East 261.11 feet to a 1/4" open top pipe found; thence South 16° 11' 00" East 723.61 feet to a point on the northern right of way of Alcovy Road; thence along said right of way a curve having an arc distance of 316.86 feet, a radius of 3369.11 feet, being subtended by a chord bearing and distance of South 61° 44' 30" West 316.75 feet to the TRUE POINT OF

NCP

BEGINNING. **BK 46934 PG 0630**

**PARCEL NO. 5:**

All that tract or parcel of land lying and being situate in Land Lot 268 of the 5<sup>th</sup> Land District, Gwinnett County, Georgia, containing 6.0 acres, more or less, and being designated as Tract No. 2 on a certain plat of survey for Roddy Sturdivant by Bauknight & Associates, Inc., W. State Bauknight RLS No. 2534, dated September 27, 2004, revised April 12, 2005, reference to which plat is hereby made and incorporated herein and being more particularly described as follows:

COMMENCE at a point located at the intersection of the centerlines of Alcovy Road and West Drowning Creek Road and from said point North 62 degrees 31 minutes 45 seconds East a distance of 318.50 feet to a point located on the northerly right of way of Alcovy Road (80 foot R/W), which point is the TRUE POINT OF BEGINNING, and from said TRUE POINT OF BEGINNING North 29 degrees 08 minutes 35 seconds West a distance of 516.22 feet to a 1" open top pipe found; thence North 73 degrees 47 minutes 40 seconds West a distance of 400.12 feet to a 1" square bar found; thence North 01 degree 07 minutes 45 seconds East a distance of 457.31 feet to a point; thence South 74 degrees 00 minutes 55 seconds East a distance of 180.22 feet to a 1/2" open top pipe found; thence South 36 degrees 09 minutes 15 seconds East a distance of 1096.07 feet to a point located on the northerly right of way of Alcovy Road; thence along a curve having the following coordinates: Chord: South 63 degrees 32 minutes 15 seconds West a distance of 200.00 feet; (arc: 211.23 feet and rad: 3369.11 feet) to a point which is the TRUE POINT OF BEGINNING.

NCP

[Note: The above referenced description includes a portion of a certain 12 acre tract previously conveyed to Grantees by Carlton H. Edwards by virtue of a Warranty Deed dated May 25, 1985, recorded in Deed Book 3056, Page 240, Gwinnett County, Records.]



# Tax Assessor's Office

I Want To... Tax Assessor

Search

Recently Viewed

2053 Search

Your search returned 1 records.

Map It!

Land: \$221,600  
 Building: \$0  
 Total Fair Market: \$221,600

EDWARDS KENNETH W SR  
EDWARDS THERESA B  
 2636 JERSEY SOCIAL CIRCLE RD  
 SOCIAL CIRCLE, GA 30025-3130

8.82 ACRES  
 2053 ALCOVY RD DACULA  
 30019 | RS268 009



## Search Hints

Steps to search for additional property information and sales in your neighborhood.

1. Enter one of the following in the search box above:  
 Your Parcel Number (example: R8001 001 or R8001A001) OR Property Owner Name OR Property Address. Click on the ? for additional examples.
2. Click on the Search box
3. Click on the name of the owner (underlined in blue text) from the returned search results to view comparable sales and additional information for the property.

City of Dacula  
Annexation Questionnaire  
Please Type or Print

Property Owner

Name: Kenneth W. Edwards

Address: 2636 Jersey Social Circle  
Social Circle, GA. 30025

Business Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Petitioner (if different)

Local Land Co.

Brandon Woods  
3630 Peachtree Road

Atlanta, GA. 30326

Address of Property to be Annexed: 2053 Aicovy Road, Dacula, GA. 30019

Gwinnett County Zoning RA200

Property Annexed as R-T H

Description: Single-Family Residence Townhome District

District: 5th Land Lot: \_\_\_\_\_ Parcel: S-268-009

Assessed Value: \$221,600 Acreage: 8.82

List each adult living on site:  
N/A

List number of Individuals by race:  
Two - white

Describe any other structure(s) on site:  
None

Petitioner(s) \_\_\_\_\_



## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittini Nix, City Administrator  
DATE: November 1, 2024  
SUBJECT: Brookton North Subdivision FFY-2025 LMIG Application

---

The roads within the Brookton North subdivision have deteriorated and are experiencing asphalt failures. As such, staff recommends utilizing the FFY-2025 Local Maintenance and Improvement Grant (LMIG) monies (\$86,491.71) to make asphalt pavement improvements to the 0.87 miles of road within the subdivision. Said improvements are anticipated to include 6" deep patch milling sections of asphalt failures, standard 2 1/2" asphalt milling, asphalt repaving, replacing street signage, and restriping. The listed corrections would serve to bridge insufficient subsurface soil conditions while correcting failures in the existing roadway. The OPCC (Opinion of Probable Construction Cost) with 15% contingency totals \$520,326.70.

Staff requests a motion from Council to authorize the Mayor to sign and submit the FFY-2025 LMIG Application to the Georgia Department of Transportation for their consideration.



October 28, 2024

Mr. Jeramy Durrence  
State Aid Coordinator  
Georgia Department of Transportation  
District 1 Office of Traffic Operations  
1475 Jesse Jewell Pkwy NE, Suite 100  
Gainesville, Georgia 30501

RE: LMIG Grant Application  
2025 Program

Dear Mr. Durrence:

Please find attached the completed LMIG 2025 Grant Application. The City of Dacula has identified Williams Farm Drive, Hannah Court, and Torrey Place in the Brookton North Subdivision that are in need of Asphalt Pavement Milling and Repaving.

The asphalt pavement improvements project as identified in the application for Brookton North Subdivision consists of 0.87 miles in length. The City of Dacula plans to start engineering design in October of 2024 and construction around beginning of January 2025.

The status of previous funding for the City of Dacula includes:

- 1) 2022 LMIG Brookton Station Subdivision Asphalt Milling and Repaving Improvements / Sidewalk Replacement Project. Project is complete.
- 2) 2023 LMIG Dacula Crossing Subdivision Asphalt Milling and Repaving Improvements. Project is complete.
- 3) 2024 LMIG Brookton Place Subdivision Asphalt Milling and Repaving Improvements / Sidewalk Replacement Project. Project is complete.

If you have any questions, or require additional information, please call.

Sincerely,

Honorable Hugh D. King, III  
Mayor, City of Dacula



CITY OF DACULA  
2025 LMIG BROOKTON NORTH SUBDIVISION ASPHALT  
MILLING AND REPAVING PROJECT

LOCATION MAP  
10-28-2024  
N.T.S.

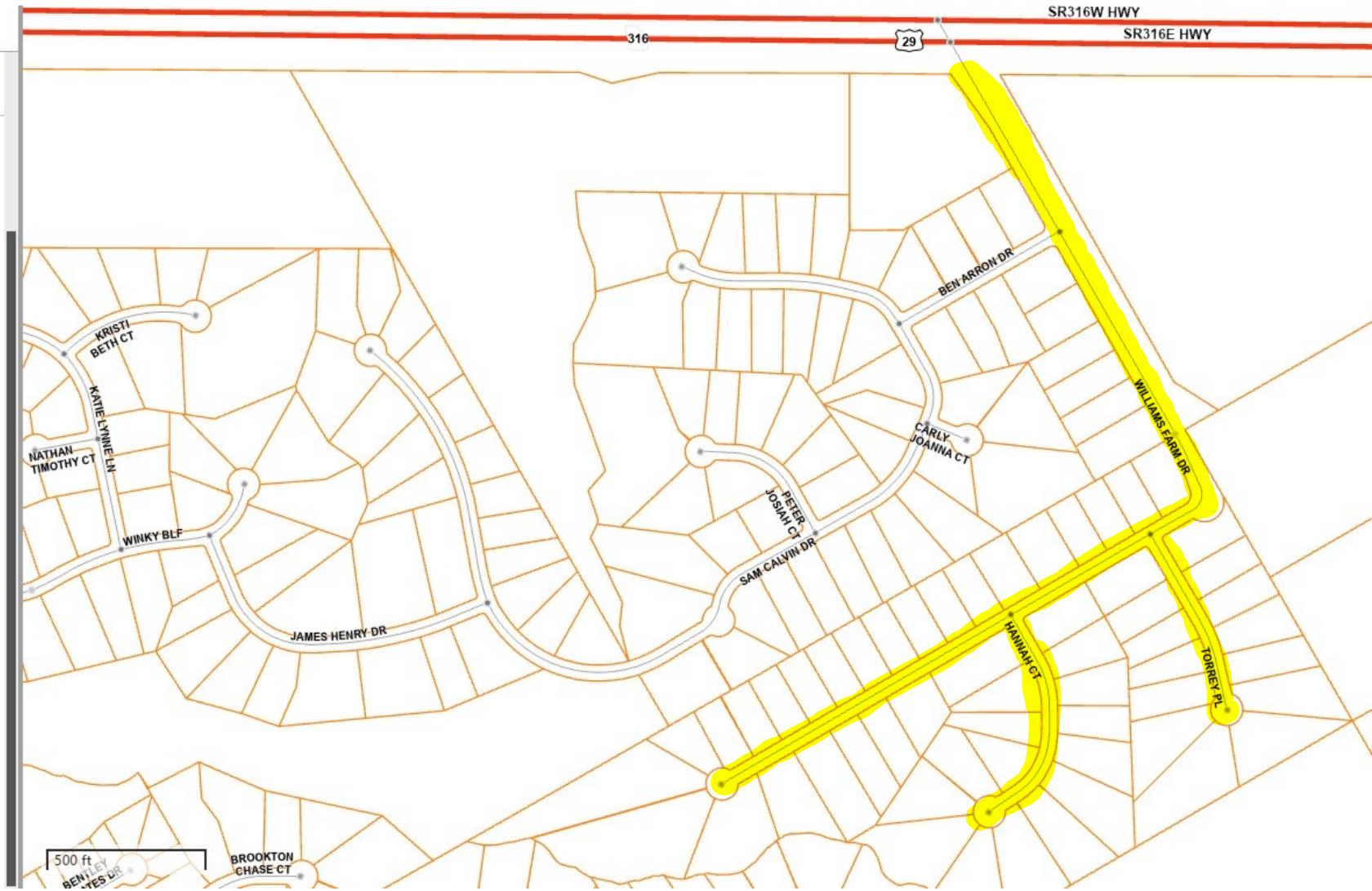
Item 6.



Layer List Legend Map tools

Filter layers by title

- Right-of-way Plans
- Street Intersections
- Street Centerlines
- Major Highways  
Zoom out to view
- Major Roads  
Zoom out to view
- Signals
- Parcel Layers
- Utility Layers
- Parcel Labels
- Topography
- Aerial Imagery
- Administrative



**Opinion of Probable Construction Cost** Date: **October 28, 20**  
 City of Dacula - 2025 LMIG - Brookton North S/D Milling & Repaving Improvements

Activity		Unit	Labor \$ or LumpSum	Subtotal	Total	Misc Notes
<b>Brookton North Subdivision</b>					<b>\$ 22,500.00</b>	
Bonds and Traffic Control/Signage	1	Ls	22,500.00	\$ 22,500.00		
<b>Williams Farm Drive</b>					<b>\$ 240,424.00</b>	* Williams Farm Drive - 23' wide ep/ep (3,259 L.F. +/-)
Stop Bar Striping	72	Sy	12.00	\$ 864.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Edge Milling (2-1/2")	8,700	Sy	6.00	\$ 52,200.00		
Asphalt Tack Coat	17,400	Sy	0.65	\$ 11,310.00		
Asphalt 'D' Mix (1")	8,700	Sy	10.50	\$ 91,350.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	8,700	Sy	13.50	\$ 8,700.00		
Asphalt Deep Patch Milling (4")	2,000	Sy	8.00	\$ 16,000.00		
Asphalt Deep Patch Filling (4") 19.5 mm	2,000	Sy	30.00	\$ 60,000.00		
<b>Torrey Place</b>					<b>\$ 76,680.00</b>	* Nathan Timothy Ct. - 23' wide ep/ep (184 L.F. +/-)
Asphalt Edge Milling (2-1/2")	1,600	Sy	6.00	\$ 9,600.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Tack Coat	3,200	Sy	0.65	\$ 2,080.00		
Asphalt 'D' Mix (1")	1,600	Sy	10.50	\$ 16,800.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,600	Sy	13.50	\$ 21,600.00		
Asphalt Deep Patch Milling (4")	700	Sy	8.00	\$ 5,600.00		
Asphalt Deep Patch Filling (4") 19.5 mm	700	Sy	30.00	\$ 21,000.00		
<b>Hannah Court</b>					<b>\$ 112,854.00</b>	* Winky Bluff. - 23' wide ep/ep (1002 L.F. +/-)
Asphalt Edge Milling (2-1/2")	1,915	Sy	5.00	\$ 9,575.00		* (2) 76' dia. (ep/ep) End Cul-de-Sacs (9,080 sf)
Asphalt Tack Coat	3,830	Sy	0.55	\$ 2,106.50		
Asphalt 'D' Mix (1")	1,915	Sy	10.00	\$ 19,150.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,915	Sy	11.50	\$ 22,022.50		
Asphalt Deep Patch Milling (4")	1,600	Sy	7.50	\$ 12,000.00		
Asphalt Deep Patch Filling (4") 19.5 mm	1,600	Sy	30.00	\$ 48,000.00		
					<b>Cost: \$ 452,458.00</b>	
					<b>15% Contingency: \$ 67,868.70</b>	
					<b>Total Cost: \$ 520,326.70</b>	

\*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 subject to change.  
 \* All quantities listed are preliminary and approximate and shall be verified by the Contractor during Construction.  
 \* No Utility Modifications are included in cost of OPCC.  
 \*Asphalt Deep Patch Milling and Filling Quantities are estimated and marked in the field.

### **SCOPE OF PROJECT**

The Project location is within the Brookton North Subdivision located off of Williams Farm Drive just east of intersection with Ga. Hwy 316. Brookton North Subdivision includes improvements for the entire length of Williams Farm Drive and interior streets within Brookton North Subdivision. Streets to be milled and repaved include Williams Farm Drive (3,259 LF +/-), Torrey Place (599 LF +/-), and Hannah Court (718 LF +/-) and all cul-de-sacs. All streets are approximately 23' wide +/- from edge of pavement to edge of pavement with 80' diameter cul-de-sacs. The Scope of the project is to make asphalt pavement improvements along the subdivision streets where asphalt pavement is deteriorating and failing. The City will edge mill the entire subdivision streets and then deep patch mill portions of the street where subgrade issues appear to be present. Once edge milling and deep patch milling operations are complete, then each street will be repaved with new asphalt and centerline crown built up to re-established proper drainage patterns for stormwater to drain to existing curb & gutter and storm inlets. Limits of work include all asphalt pavement within right-of-way of City of Dacula for street identified.

The City is seeking 2025 Local Maintenance & Improvement Grant (LMIG) funds to make asphalt pavement improvements within the Brookton North Subdivision by milling and repaving the streets, replacing street signage, and restriping existing stop bars. The paving scope will consist of edge milling the existing subdivision streets. Edge Milling will start at 2-1/2" depth at gutter line and then taper to zero out towards the centerline of the road. Once edge milling is complete, the Contractor will perform an additional 4" of Deep Patch Milling to repair alligatored and deteriorating asphalt where marked by the City and it's Engineer. Once milling is complete, deep patch milled areas will receive 4" of 25 mm Superpave Asphalt Binder Course to make flush with the remainder of the existing milled areas. An asphalt tack coat will then be applied over entire existing asphalt pavement prior to installing 1" inch of 'D' Mix Asphalt Binder Course. A second tack coat will be applied over entire surface prior to installing 1-1/2" of 'F' Mix (9.5 mm) Type 2 Asphalt Surface Course. All new pavement repair shall have smooth transition with adjacent existing asphalt intersections, curb & gutter, and driveways. Contractor shall then re-stripe streets to match existing conditions. Finally, new street signs will be installed to replace aging and faded signage.

The design calls for building up crown in centerline of the road to maintain and re-establish cross slopes from centerline to curb & gutter for proper stormwater drainage. Also includes replacing street signage and restriping as in existing conditions.

The Opinion of probable construction costs for all edge milling, deep patch milling, asphalt repaving, signage, and striping is \$520,326.70. This project serves 60 homes within the Brookton North Subdivision and egress for Brookton Place Subdivision.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application (“Loss”). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Print)  
Mayor / Commission Chairperson  
  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
E-Verify Number  
Sworn to and subscribed before me,  
  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
In the presence of:

NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

**NOTARY PUBLIC SEAL (required):**

**LOCAL GOVERNMENT SEAL (required):**

**CERTIFICATION OF COMPLIANCE WITH  
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date



## MEMO

TO: Mayor and City Council of the City of Dacula  
 FROM: Brittni Nix, City Administrator  
 DATE: November 1, 2024  
 SUBJECT: Bid package for Brookton North subdivision improvements

---

The Brookton North Subdivision Asphalt Milling and Repaving Project bid documents have been finalized and provided for your review. The project scope includes:

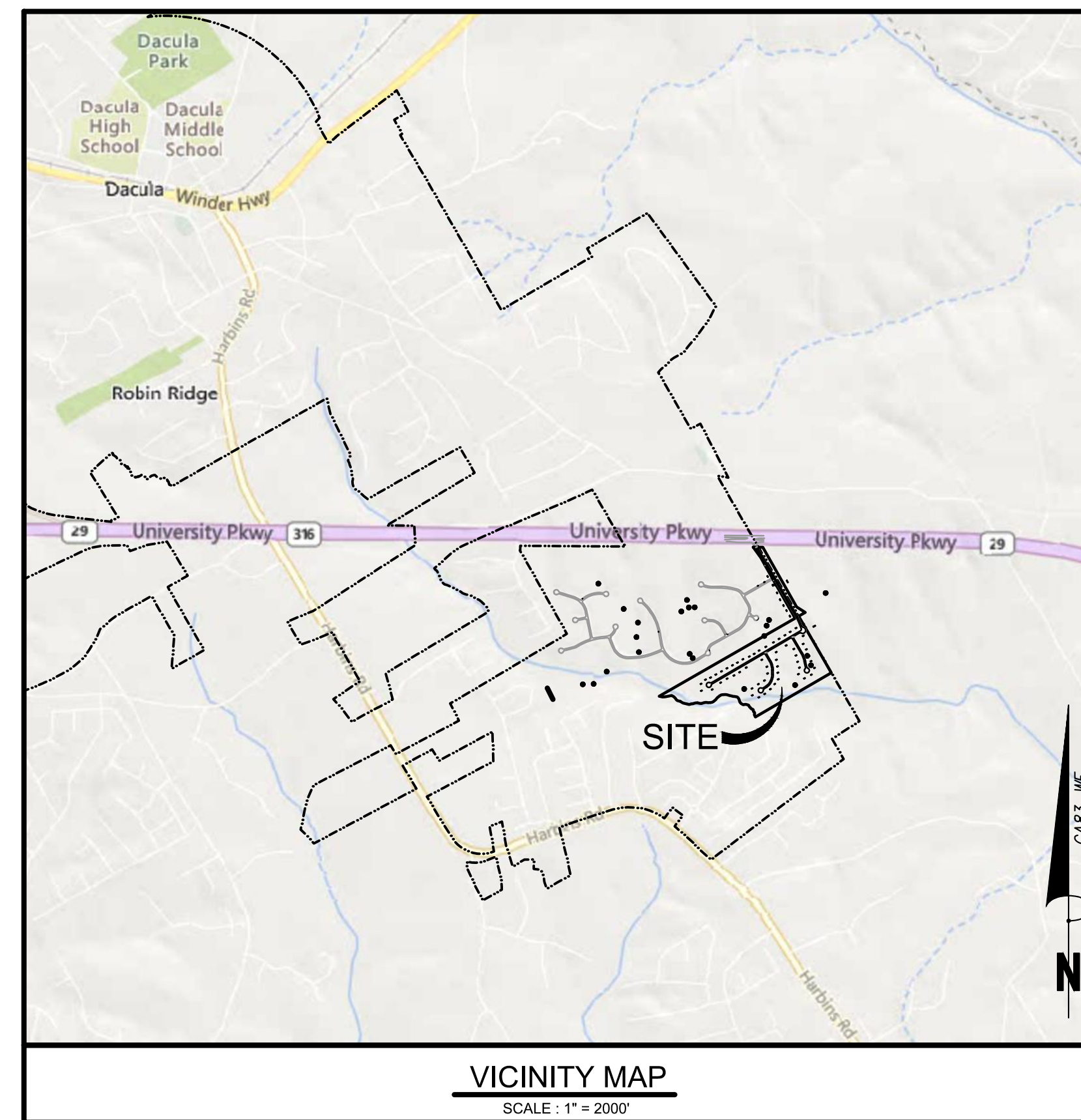
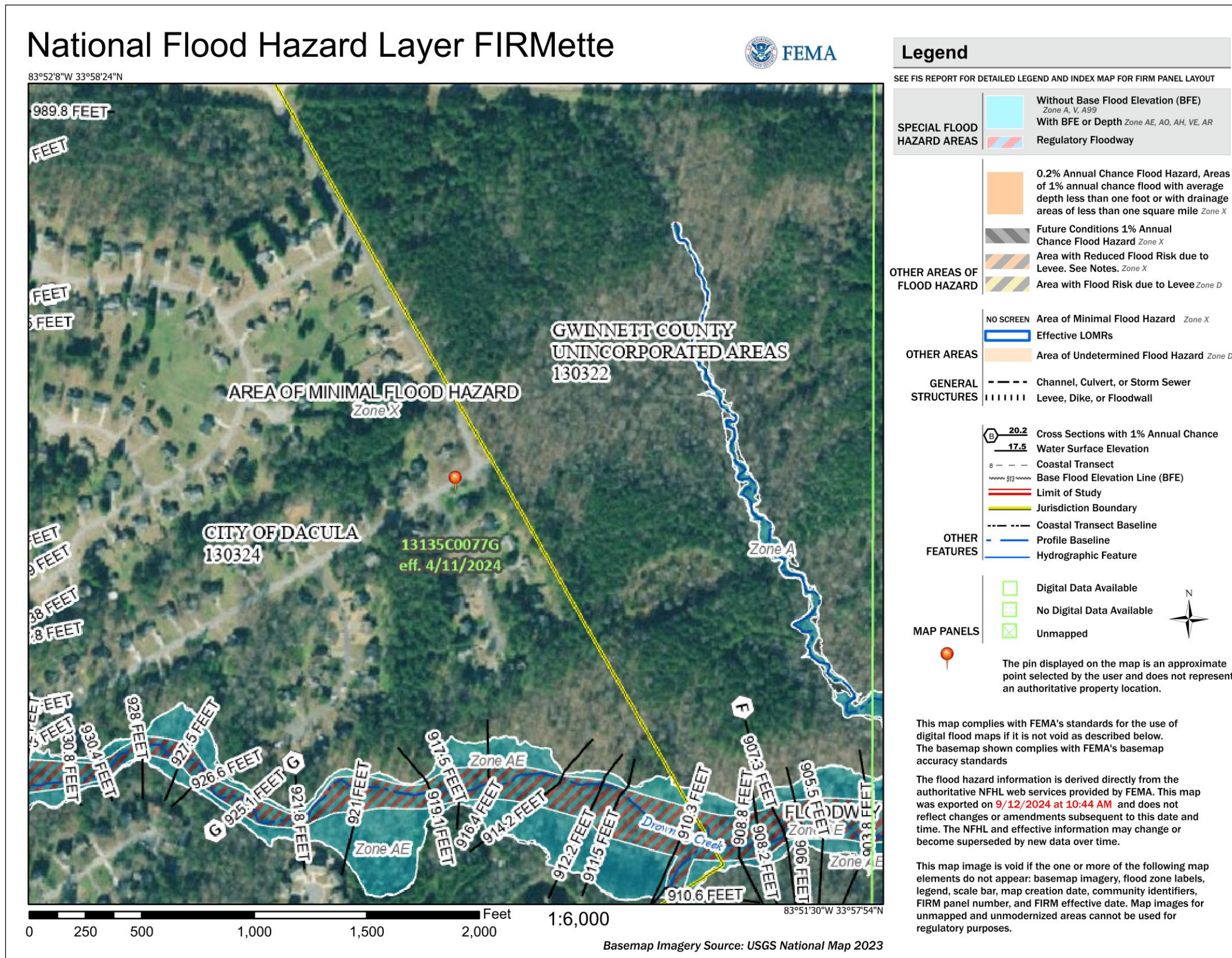
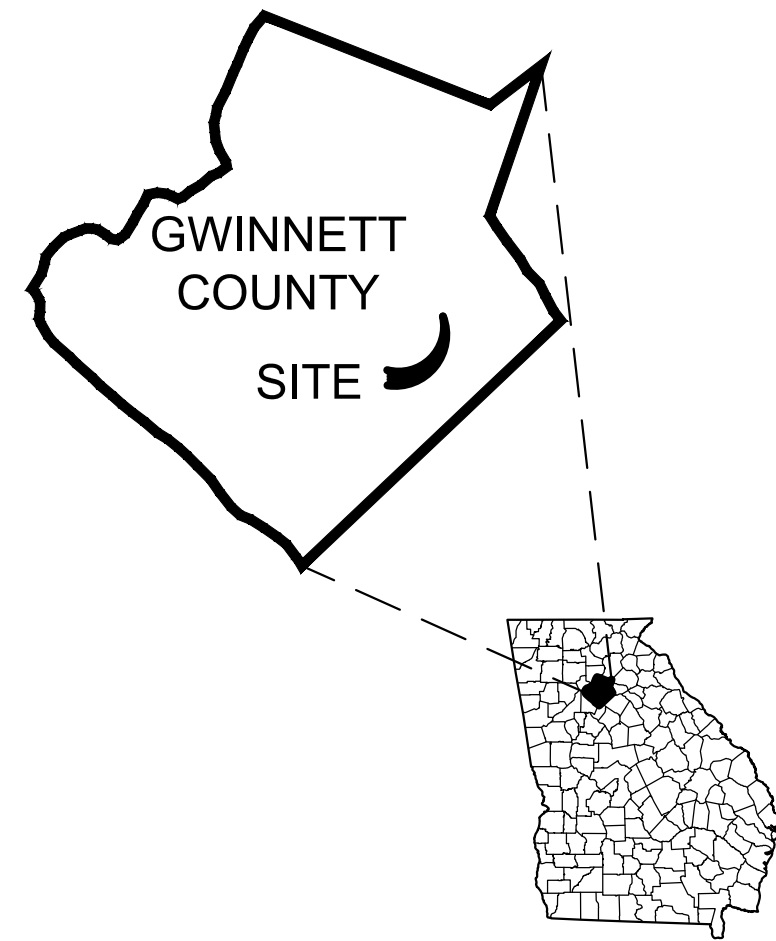
- Edge milling 2 ½” depth at gutter line and then tapering out to zero towards the centerline for the length of the roadways.
- Sections of road experiencing asphalt failures will be deep patched. Deep patch milled areas will be milled an additional 4” and receive 4” of 25 mm Superpave Asphalt Binder Course.
- Repaving the entire road length to be flush with the existing gutter line.
- Thermoplastic stop bar striping.
- Replacing aging and faded street signage.
- Sodding disturbed areas.

The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) of \$520,326.70 dated October 28, 2024. Staff anticipates receiving \$86,491.71 of FFY-2025 Local Maintenance Improvement Grant (LMIG) funding. The remainder of the project will be funded with SPLOST.

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



# BROOKTON NORTH SUBDIVISION ASPHALT MILLING AND REPAVING PROJECT FOR CITY OF DACULA



DRAWING INDEX		SUBMITTALS				
SHEET NUMBER	SHEET NAME	10/28/2024	1	2	3	4
CO.0	COVER SHEET	X				
CO.1	OVERALL SITE PLAN	X				
C1.0	DEMOLITION PLAN	X				
C1.1	DEMOLITION PLAN	X				
C1.2	DEMOLITION PLAN	X				
C2.0	SITE PLAN	X				
C2.1	SITE PLAN	X				
C2.2	SITE PLAN	X				
C3.0	CONSTRUCTION DETAILS	X				

**FLOOD PLAN NOTE:**  
PART OF THIS PROJECT DOES LAY WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) PER FEMA FIRM PANEL 13135C0077G DATED 4/11/2024.



Bowman Consulting Group Ltd  
4174 Silver Peak Parkway  
Suwanee, GA 30024  
Phone: (770) 952-6550  
www.bowman.com  
© 2024 Bowman Consulting Group Ltd

COVER SHEET  
CITY OF DACULA  
BROOKTON NORTH SUBDIVISION  
ASPHALT MILLING & REPAVING PROJECT  
GWINNETT COUNTY  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
24-0806



LEVEL II E&S CERT.#945  
EXP. DATE 09-27-26

PLAN STATUS

10/28/2023 BID SET

DATE DESCRIPTION

--	RWH	KDW
DESIGN	DRAWN	CHKD

SCALE

JOB No. 200581-01-001

DATE : October 21, 2024

FILE No.

SHEET No. C0.0

Bowman Consulting Group Ltd  
4174 Silver Peak Parkway  
Suwanee, GA 30024  
Phone: (770) 952-6550  
www.bowman.com

OVERALL PLAN  
CITY OF DACULA  
BROOKTON NORTH SUBDIVISION  
ASPHALT MILLING & REPAVING PROJECT  
GWINNETT COUNTY  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
24-0806



LEVEL II E&S CERT.#945  
EXP. DATE 09-27-26

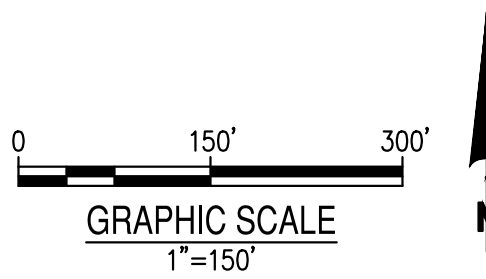
PLAN STATUS  
10/28/2023 BID SET

DATE	DESCRIPTION
--	RWH KDW
DESIGN	DRAWN CHKD
SCALE	
JOB No.	200581-01-001
DATE :	October 21, 2024
FILE No.	
SHEET No.	C0.1



CONTROL POINTS		
POINT #	NORTHING	EASTING
1	1445174.17	2387920.37
2	1444625.58	2388228.28
3	1444025.02	2388562.12
4	1443912.37	2388328.98
5	1443681.97	2387953.55
6	1443472.88	2387574.56
7	1443302.57	2387294.67
8	1443177.05	2387031.47
9	1443827.39	2388431.05
10	1443401.17	2388619.58
11	1443576.39	2388005.99
12	1443282.16	2388054.17
13	1443059.94	2387862.41

SUMMARY OF ASPHALT CORE RESULTS		
CORE #	ASPHALT THICKNESS (INCHES)	BASE STONE THICKNESS (INCHES)
#1	1.875	4.050
#2	2.000	5.250
#3	5.125	3.000
#4	4.250	3.250
#5	3.500	3.000
#6	4.750	15.000
#7	4.000	11.000
#8	4.750	8.750
#9	1.500	5.500
#10	1.875	10.000
#11	2.000	9.500
#12	1.625	6.000
#13	2.000	8.500



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DEMOLITION PLAN  
CITY OF DACULA  
BROOKTON NORTH SUBDIVISION  
ASPHALT MILLING & REPAVING PROJECT  
GWINNETT COUNTY  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
24-0806

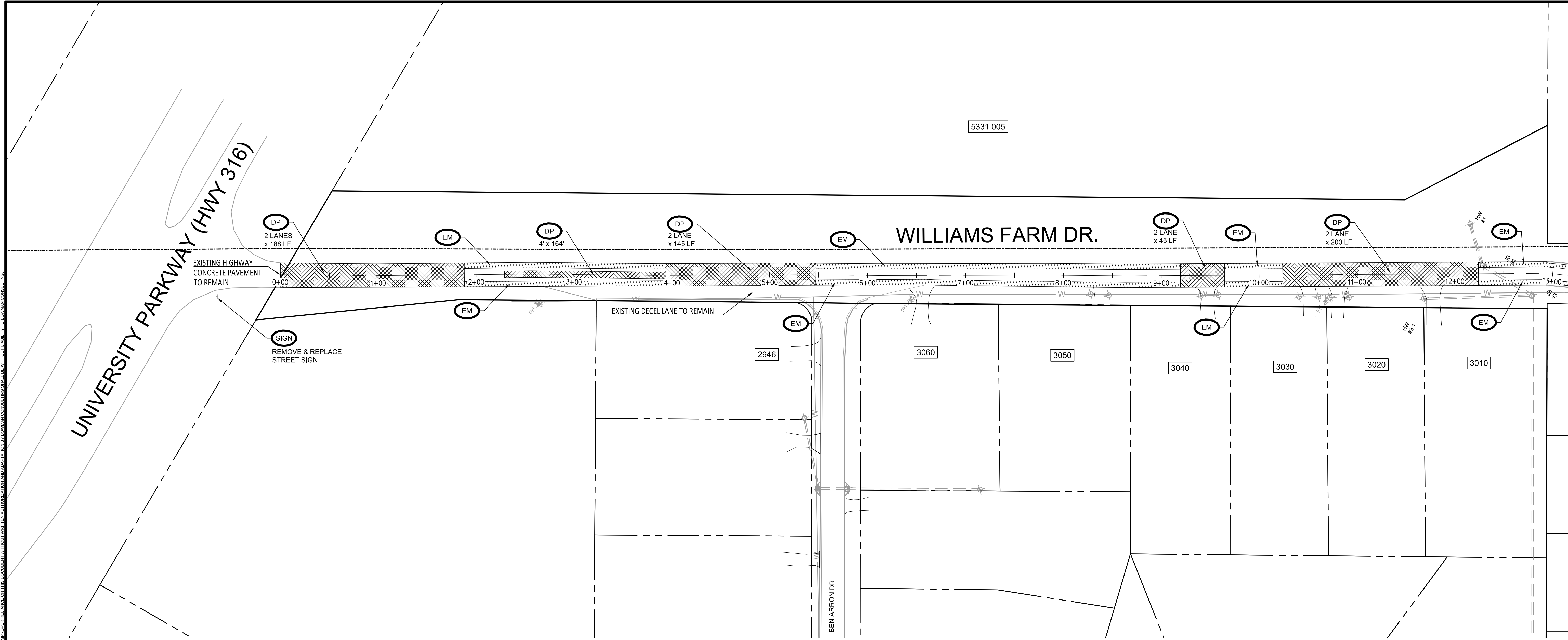


LEVEL II E&S CERT.#945  
EXP. DATE 09-27-26

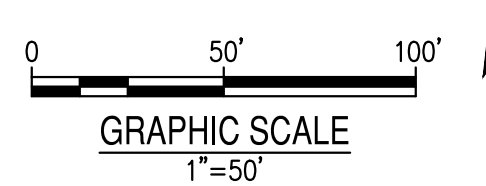
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10/28/2023 BID SET

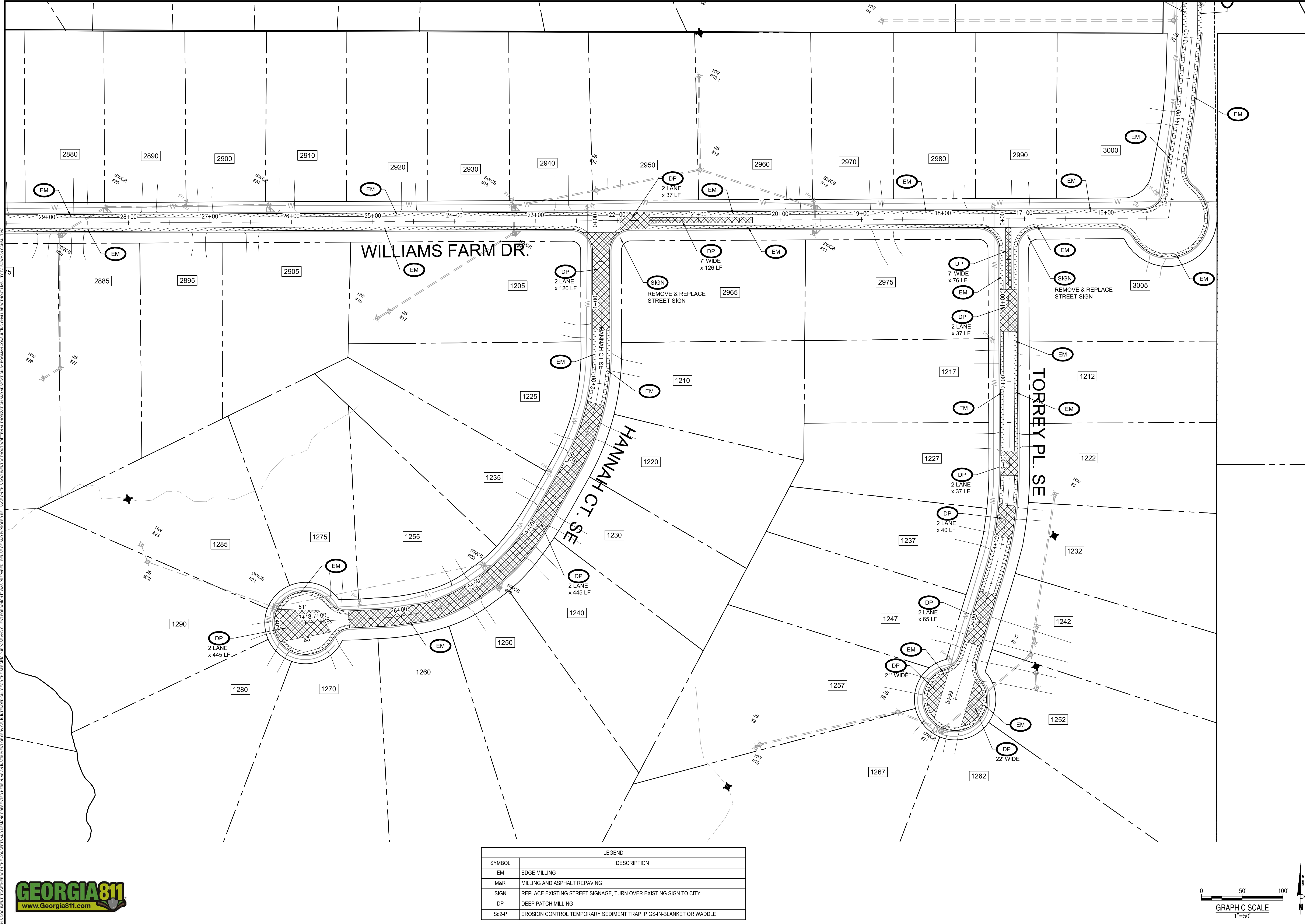
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--	RWH KDW
DESIGN	DRAWN CHKD

SCALE	
JOB No.	200581-01-001
DATE :	October 21, 2024
FILE No.	
SHEET No.	C1.0

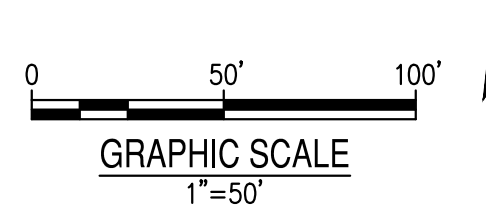


LEGEND	
SYMBOL	DESCRIPTION
EM	EDGE MILLING
M&R	MILLING AND ASPHALT REPAVING
SIGN	REPLACE EXISTING STREET SIGNAGE, TURN OVER EXISTING SIGN TO CITY
DP	DEEP PATCH MILLING
Sd2-P	EROSION CONTROL TEMPORARY SEDIMENT TRAP, PIGS-IN-BLANKET OR WADDLE





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



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DEMOLITION PLAN  
**CITY OF DACULA**  
BROOKTON NORTH SUBDIVISION  
ASPHALT MILLING & REPAVING PROJECT  
GWINNETT COUNTY  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
24-0806



LEVEL II E&S CERT.#945  
EXP. DATE 09-27-26

PLAN STATUS  
10/28/2023 BID SET

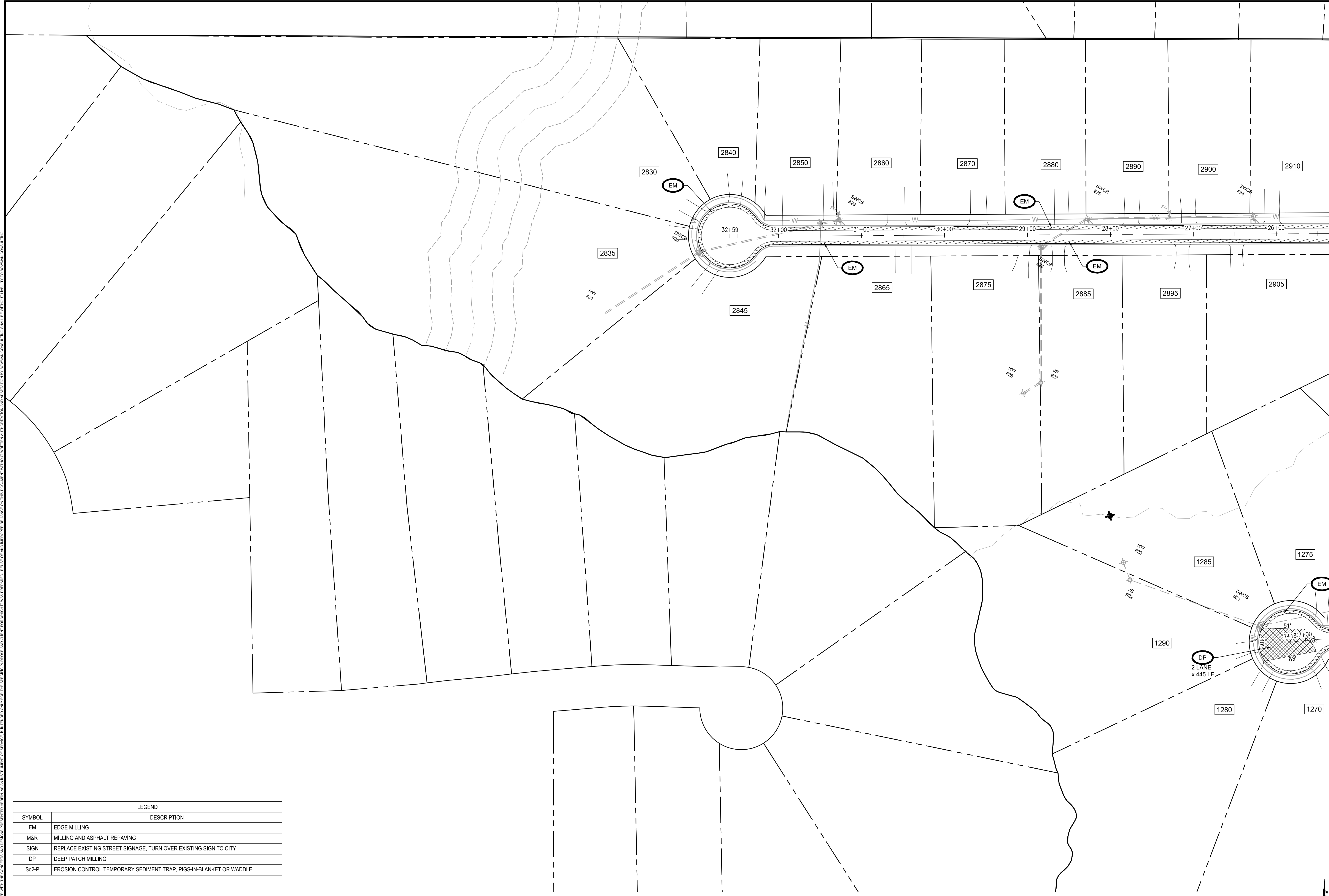
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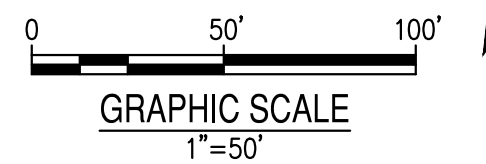
DATE : October 21, 2024

FILE No.

SHEET No. C1.2



LEGEND	
SYMBOL	DESCRIPTION
EM	EDGE MILLING
M&R	MILLING AND ASPHALT REPAVING
SIGN	REPLACE EXISTING STREET SIGNAGE, TURN OVER EXISTING SIGN TO CITY
DP	DEEP PATCH MILLING
Sd2-P	EROSION CONTROL TEMPORARY SEDIMENT TRAP, PIGS-IN-BLANKET OR WADDLE



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**SITE PLAN**  
**CITY OF DACULA**  
**BROOKTON NORTH SUBDIVISION**  
**ASPHALT MILLING & REPAVING PROJECT**  
GWINNETT COUNTY  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
24-0806



LEVEL II E&S CERT.#945  
EXP. DATE 09-27-26

PLAN STATUS  
10/28/2023 BID SET

DATE	DESCRIPTION
--	RWH KDW
DESIGN	DRAWN CHKD

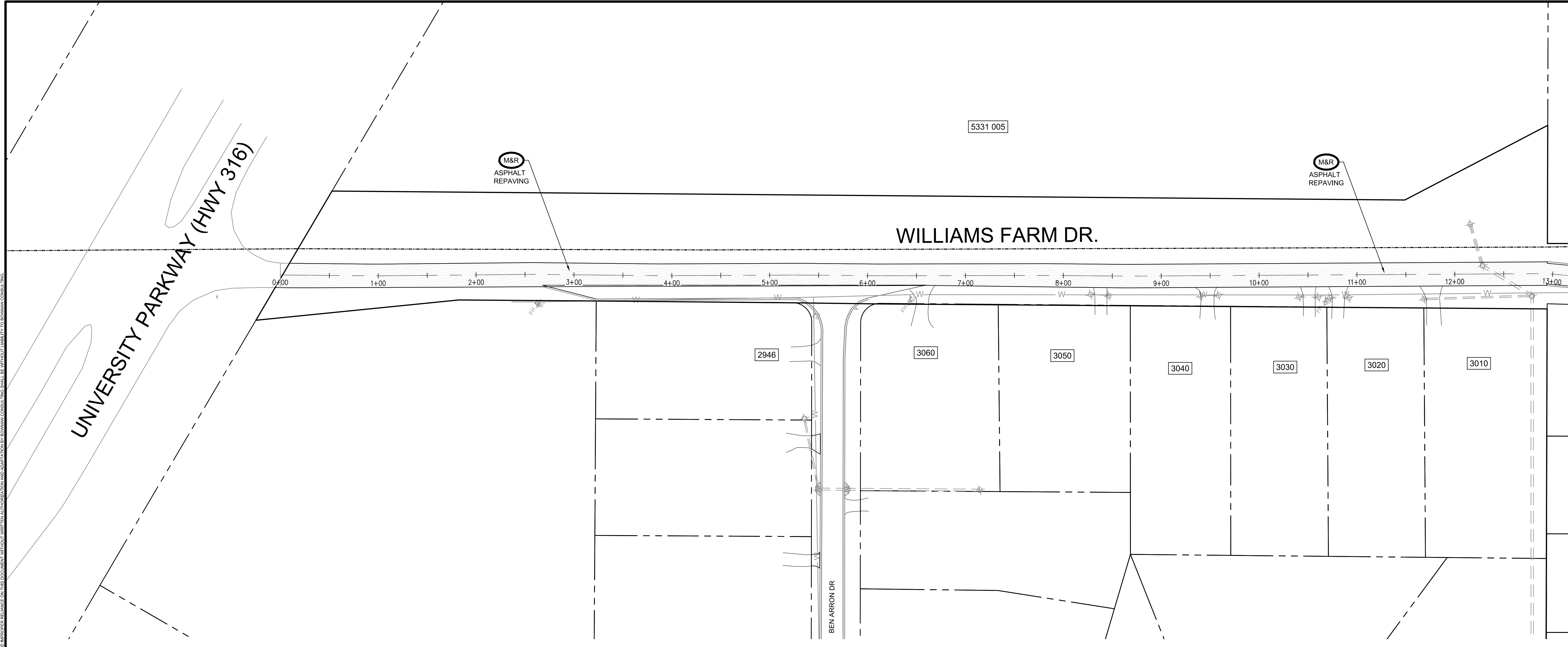
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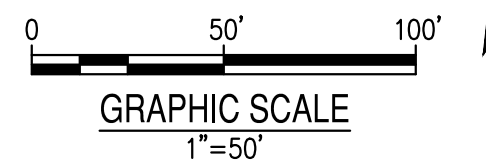
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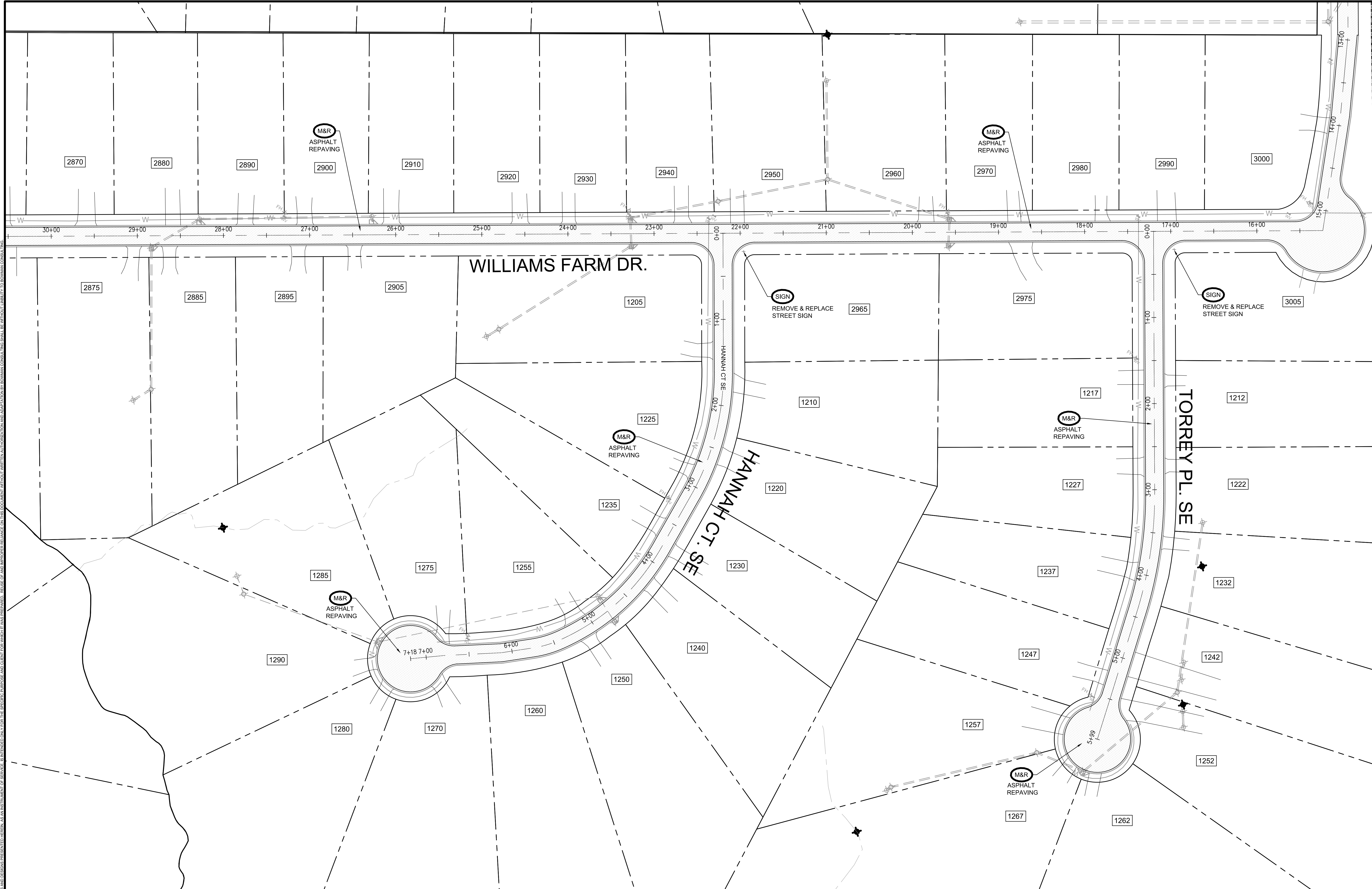
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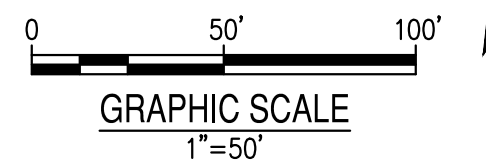
LEGEND	
SYMBOL	DESCRIPTION
EM	EDGE MILLING
M&R	MILLING AND ASPHALT REPAVING (RE-ESTABLISH CROWN IN CENTER OF ROAD)
SIGN	REPLACE EXISTING STREET SIGNAGE, TURN OVER EXISTING SIGN TO CITY
DP	DEEP PATCH MILLING
Sg2-P	EROSION CONTROL TEMPORARY SEDIMENT TRAP, PIGS-IN-BLANKET OR WADDLE



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



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**SITE PLAN**  
**CITY OF DACULA**  
**BROOKTON NORTH SUBDIVISION**  
**ASPHALT MILLING & REPAVING PROJECT**  
GWINNETT COUNTY  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
24-0806



LEVEL II E&S CERT.#945  
EXP. DATE 09-27-26

PLAN STATUS  
10/28/2023 BID SET

DATE	DESCRIPTION
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	KDW
	CHKD

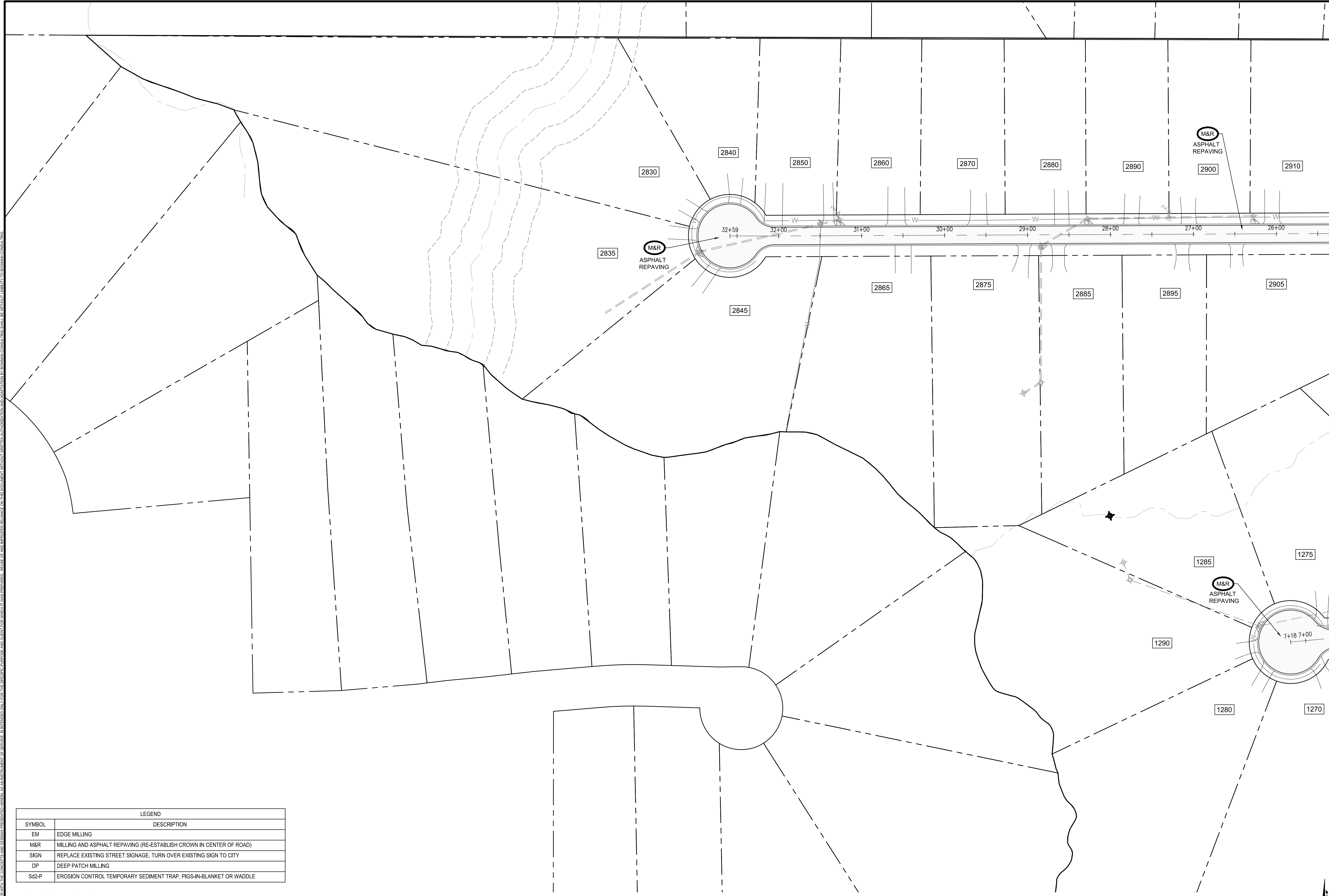
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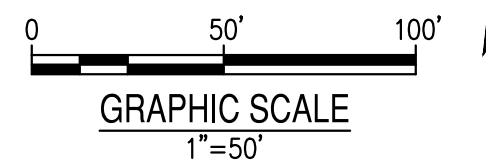
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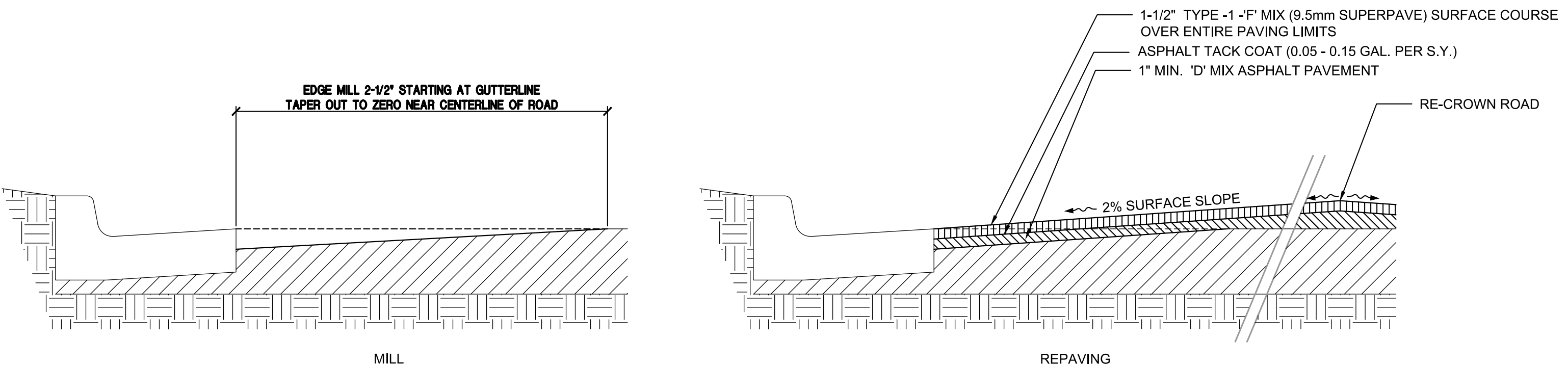


LEGEND	
SYMBOL	DESCRIPTION
EM	EDGE MILLING
M&R	MILLING AND ASPHALT REPAVING (RE-ESTABLISH CROWN IN CENTER OF ROAD)
SIGN	REPLACE EXISTING STREET SIGNAGE, TURN OVER EXISTING SIGN TO CITY
DP	DEEP PATCH MILLING
Sd2-P	EROSION CONTROL TEMPORARY SEDIMENT TRAP, PIGS-IN-BLANKET OR WADDLE



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DESIGN	DRAWN CHKD
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JOB No.	200581-01-001
DATE	October 21, 2024
FILE No.	
SHEET No.	C3.0

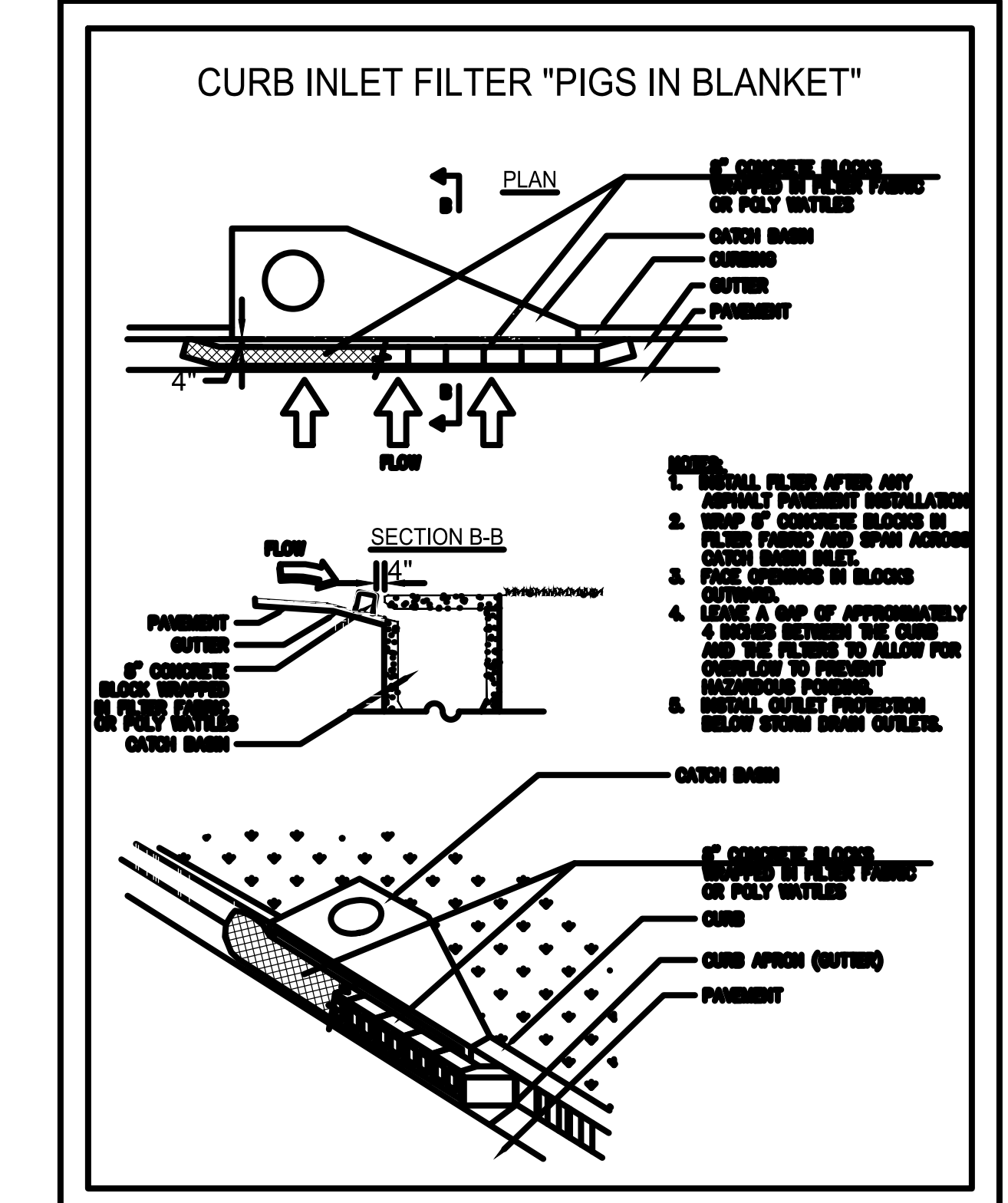


- NOTES:**
- 2-1/2" EDGE MILL EXISTING ASPHALT AT EXISTING EDGE OF PAVEMENT/GUTTER LINE.
  - INSTALL 1" MIN. 'D' MIX OVER ENTIRE PAVING LIMITS.
  - INSTALL TACK COAT.
  - INSTALL 1-1/2" 'F' MIX (9.5mm SUPERPAVE) SURFACE COURSE, BUILD UP CROWN AT CENTERLINE OF ROAD AS REQUIRED TO MAINTAIN EXISTING DRAINAGE PATTERN AND DIRECT STORM WATER TO CURB & GUTTER.
  - RE-STRIPE PAVEMENT MARKINGS TO MATCH EXISTING CONDITIONS, AS REQUIRED.
  - REFER TO SHEET C1.0 - C1.2 FOR MILLING LIMITS AND C2.0 - C2.2 FOR REPAVING LIMITS.

**A** EDGE MILLING (EM) & ASPHALT REPAVING

**1** MILLING AND ASPHALT REPAVING (M&R) DETAILS

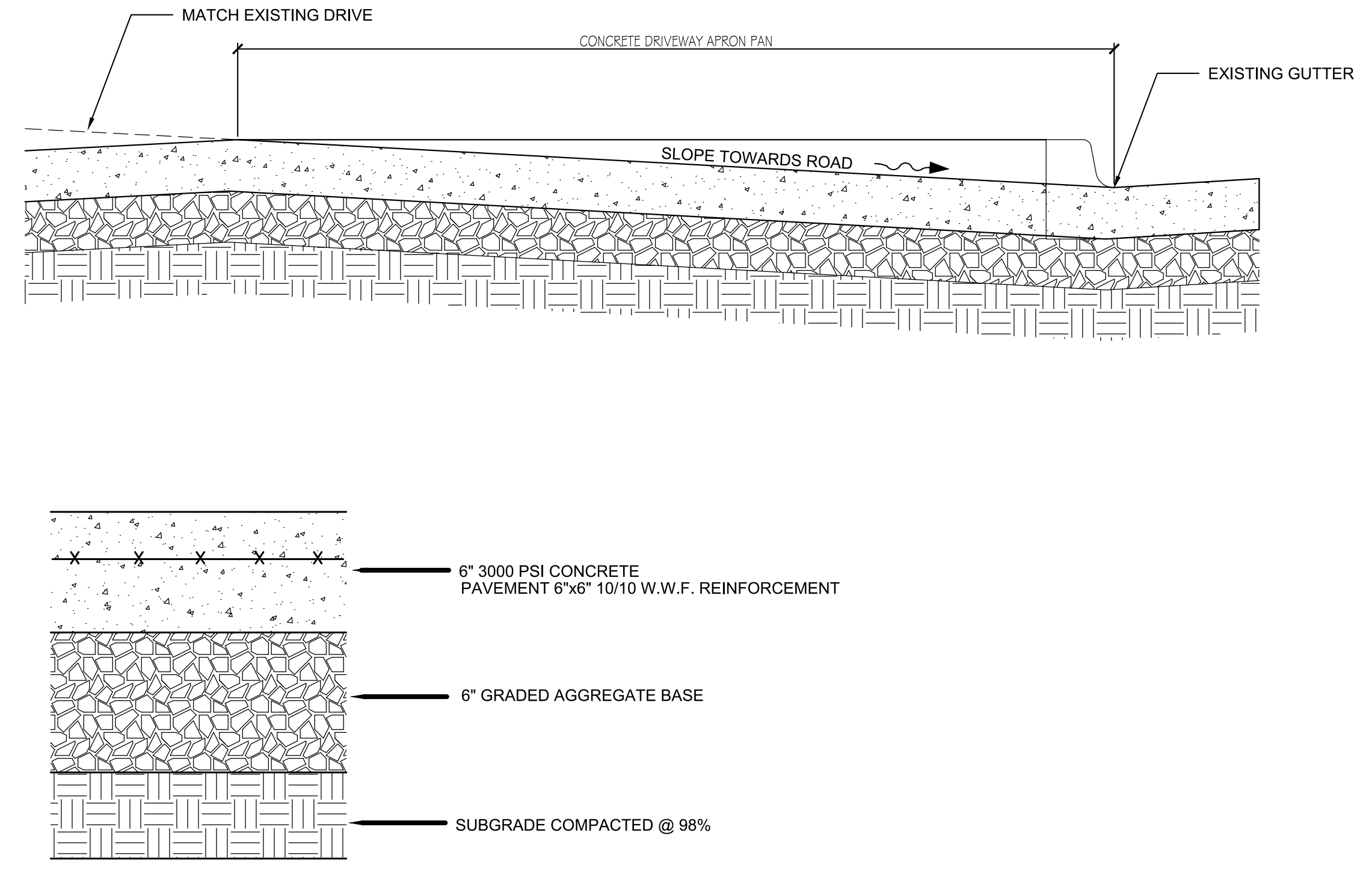
**C3.0** N.T.S.



**Sd2-P**  
**C3.0** NTS

**TEMPORARY INLET SEDIMENT TRAP (Sd-2-P, PIG-N-BLANKET)**

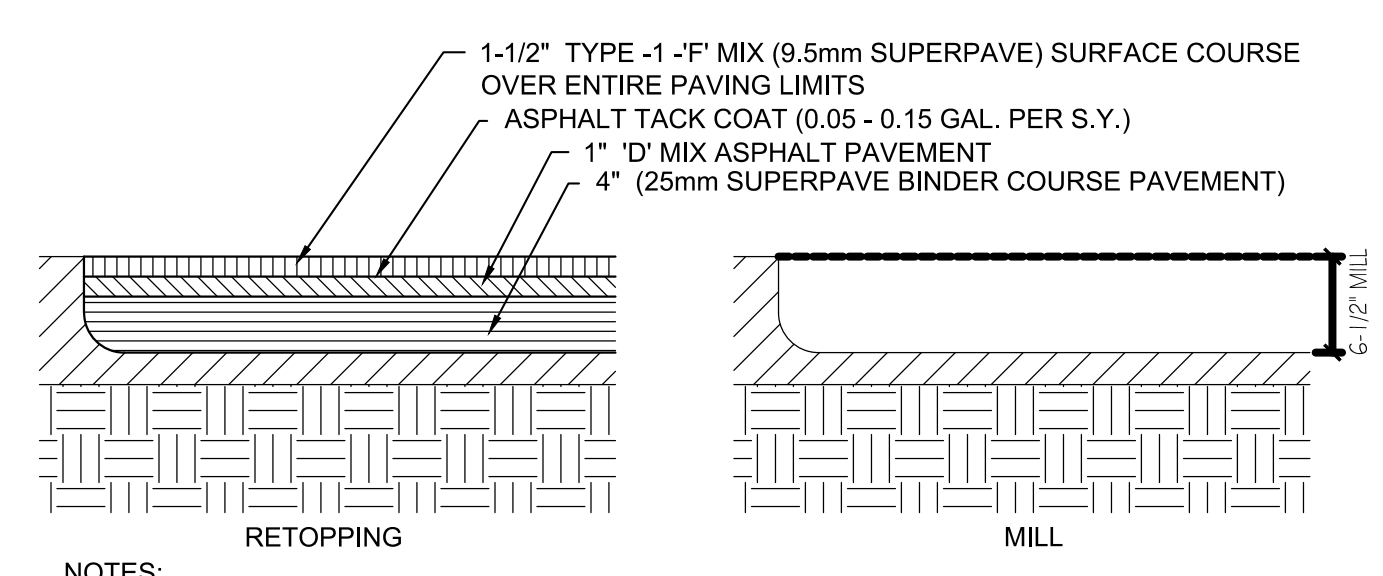
\*PROVIDE AT ALL EXISTING STORM INLETS WITHIN ROADWAY TO CONTROL SEDIMENT DISCHARGE INTO INLETS.



**4** CONCRETE DRIVEWAY DETAIL

**C300** N.T.S.

\*ONLY IF REQUIRED TO REPAIR DAMAGED DRIVEWAY APRON.



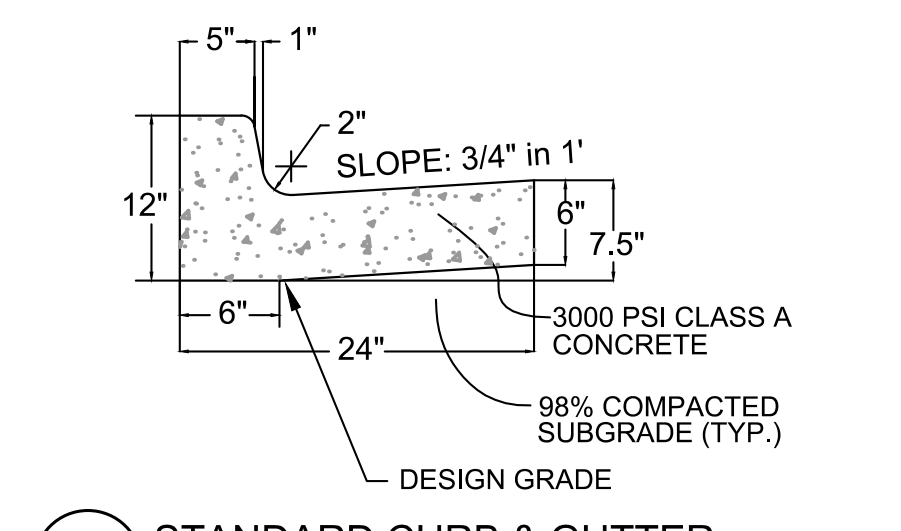
- NOTES:**
- AFTER EDGE MILLING IS COMPLETED MILL AN ADDITIONAL 4" AT DEEP PATCH AREAS.
  - INSTALL 4" (25mm SUPERPAVE).
  - INSTALL 1" 'D' MIX OVER ENTIRE PAVING LIMITS.
  - INSTALL TACK COAT.
  - INSTALL 1-1/2" 'F' MIX (9.5mm SUPERPAVE) SURFACE COURSE BUILD UP CROWN AT CENTERLINE OF ROAD AS REQUIRED TO MAINTAIN EXISTING DRAINAGE PATTERN AND DIRECT STORM WATER TO CURB & GUTTER.
  - RE-STRIPE PAVEMENT MARKINGS TO MATCH EXISTING CONDITIONS, AS REQUIRED.
  - REFER TO SHEET C1.0 - C1.2 FOR MILLING LIMITS AND C2.0 - C2.2 FOR REPAVING LIMITS.

**B** DEEP PATCH (DP) MILLING & REPAVING

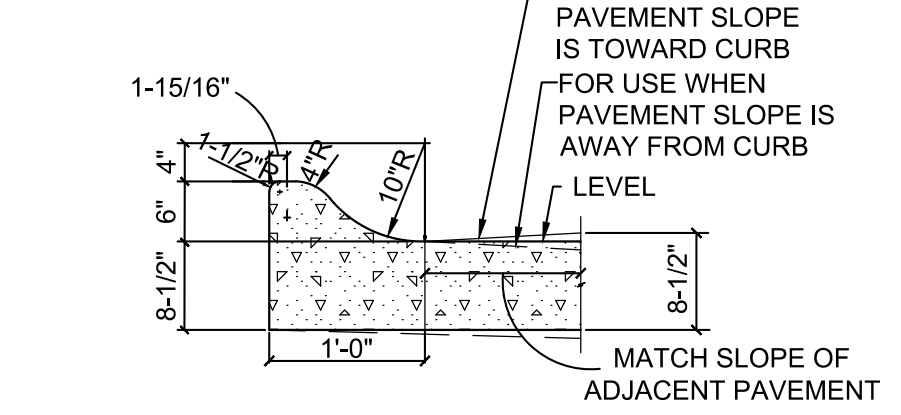
**2** CONCRETE CURB & GUTTER

**C3.0** N.T.S.

\*ONLY IF REQUIRED TO REPAIR DAMAGED CURB & GUTTER.



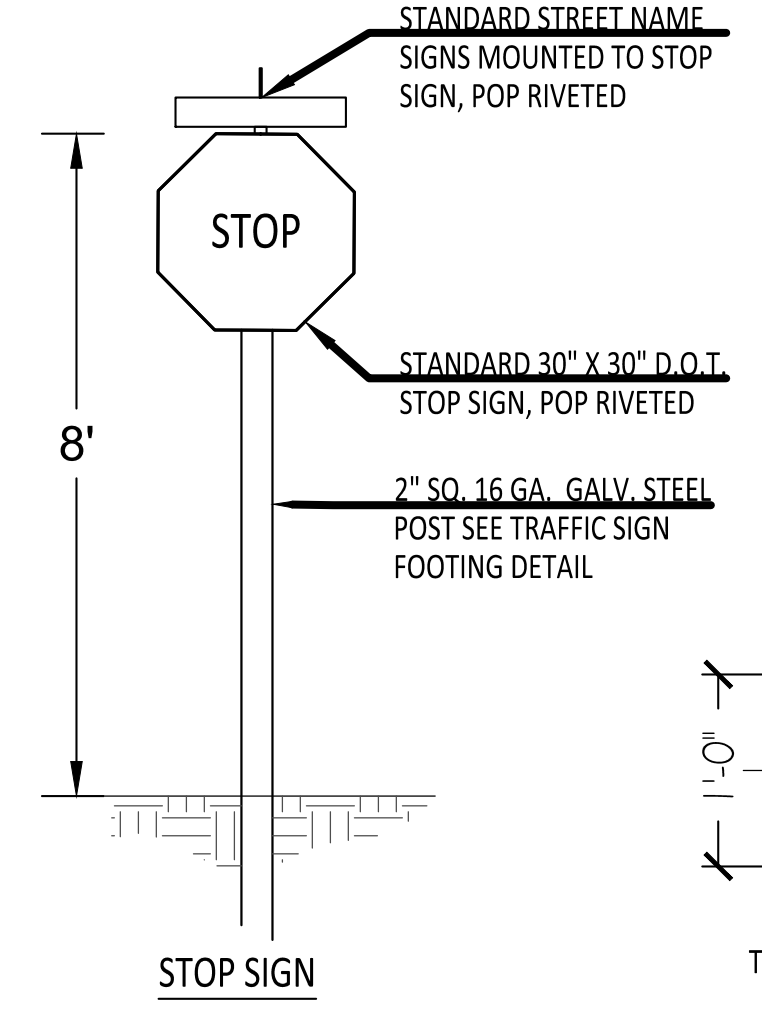
**A** STANDARD CURB & GUTTER



**B** ROLL-OVER CURB & GUTTER

**2** CONCRETE CURB & GUTTER

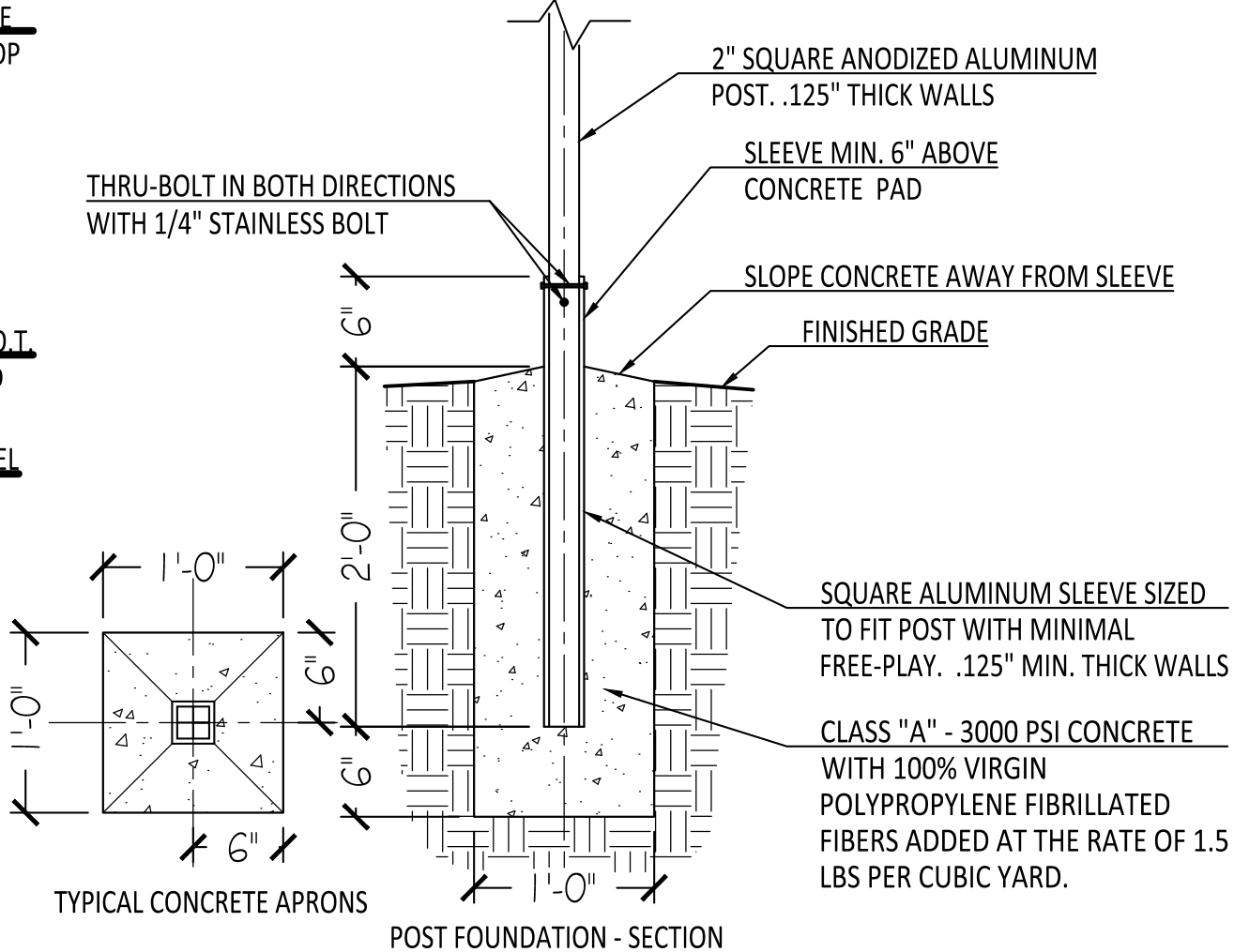
**C3.0** N.T.S.



- GENERAL NOTES:**
- ALL SIGNS, EXCEPT STOP SIGNS SHALL COMPLY W/ ANSI 117.1-86, 4.30

**5** STREET SIGN DETAIL

**C300** N.T.S.



**Opinion of Probable Construction Cost** Date: **October 28, 20**  
 City of Dacula - 2025 LMIG - Brookton North S/D Milling & Repaving Improvements

Activity		Unit	Labor \$ or LumpSum	Subtotal	Total	Misc Notes
<b>Brookton North Subdivision</b>					<b>\$ 22,500.00</b>	
Bonds and Traffic Control/Signage	1	Ls	22,500.00	\$ 22,500.00		
<b>Williams Farm Drive</b>					<b>\$ 240,424.00</b>	* Williams Farm Drive - 23' wide ep/ep (3,259 L.F. +/-)
Stop Bar Striping	72	Sy	12.00	\$ 864.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Edge Milling (2-1/2")	8,700	Sy	6.00	\$ 52,200.00		
Asphalt Tack Coat	17,400	Sy	0.65	\$ 11,310.00		
Asphalt 'D' Mix (1")	8,700	Sy	10.50	\$ 91,350.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	8,700	Sy	13.50	\$ 8,700.00		
Asphalt Deep Patch Milling (4")	2,000	Sy	8.00	\$ 16,000.00		
Asphalt Deep Patch Filling (4") 19.5 mm	2,000	Sy	30.00	\$ 60,000.00		
<b>Torrey Place</b>					<b>\$ 76,680.00</b>	* Nathan Timothy Ct. - 23' wide ep/ep (184 L.F. +/-)
Asphalt Edge Milling (2-1/2")	1,600	Sy	6.00	\$ 9,600.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Tack Coat	3,200	Sy	0.65	\$ 2,080.00		
Asphalt 'D' Mix (1")	1,600	Sy	10.50	\$ 16,800.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,600	Sy	13.50	\$ 21,600.00		
Asphalt Deep Patch Milling (4")	700	Sy	8.00	\$ 5,600.00		
Asphalt Deep Patch Filling (4") 19.5 mm	700	Sy	30.00	\$ 21,000.00		
<b>Hannah Court</b>					<b>\$ 112,854.00</b>	* Winky Bluff. - 23' wide ep/ep (1002 L.F. +/-)
Asphalt Edge Milling (2-1/2")	1,915	Sy	5.00	\$ 9,575.00		* (2) 76' dia. (ep/ep) End Cul-de-Sacs (9,080 sf)
Asphalt Tack Coat	3,830	Sy	0.55	\$ 2,106.50		
Asphalt 'D' Mix (1")	1,915	Sy	10.00	\$ 19,150.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,915	Sy	11.50	\$ 22,022.50		
Asphalt Deep Patch Milling (4")	1,600	Sy	7.50	\$ 12,000.00		
Asphalt Deep Patch Filling (4") 19.5 mm	1,600	Sy	30.00	\$ 48,000.00		
					<b>Cost: \$ 452,458.00</b>	
					<b>15% Contingency: \$ 67,868.70</b>	
					<b>Total Cost: \$ 520,326.70</b>	

\*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 subject to change.  
 \* All quantities listed are preliminary and approximate and shall be verified by the Contractor during Construction.  
 \* No Utility Modifications are included in cost of OPCC.  
 \*Asphalt Deep Patch Milling and Filling Quantities are estimated and marked in the field.



Project Manual

for

Brookton North Subdivision Asphalt Milling and Repaving Project

for

City of Dacula

G e o r g i a

October 28, 2024

*Prepared By:*

**Bowman**

4174 Silver Peak Parkway  
Suwanee, Georgia 30024

"Brookton North Subdivision Asphalt Milling and Repaving Project"  
for  
City of Dacula, Georgia

SECTION      TITLE

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

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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

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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
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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
02 930	Lawns and Grasses

APPENDIX

- Asphalt Core Report by Atlas Technical Consultants, LLC.
- Project Drawings dated 10-28-2024.

## ADVERTISEMENT FOR BIDS

Sealed bids for the "Brookton North Subdivision Asphalt Milling and Repaving Project" will be received by the City of Dacula at Dacula City Hall – 442 Harbins Road, Dacula, Ga. 30019, until **2:30 PM** local time on **Thursday, December 19th, 2024**. Any bid received after said time and date will not be accepted by the City of Dacula.

The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal Form, Form of Agreement, Drawings, Specifications, Bid Forms, Bid Bonds, Performance Bond, Payment Bond, Bidders Qualifications Forms, and other Contract Documents may be examined at the following locations: **(1) Bowman Consulting Group, Ltd. (Bowman)**, 4174 Silver Peak Parkway, Suwanee, Georgia 30024. Contact: Kevin D. Whigham, P.E. (770) 932-6550 email: [kwhigham@bowman.com](mailto:kwhigham@bowman.com); **(2) National Association of Minority Contractors**, 1142 Main Street, Forest Park, Georgia 30297, [info@namc-atl.org](mailto:info@namc-atl.org). Contact: Mr. Billy Freeman, Jr. (404) 304-5967, [bfreeman@techniqueconcrete.com](mailto:bfreeman@techniqueconcrete.com), Mr. Arthur J. Queen (404) 288-9521, [ajqueen@egmatlana.com](mailto: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](mailto:info@georgiahac.org); and **(4) Georgia Procurement Website**.

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

### A. BASE BID –

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision, and coordination of all trades, utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the City of Dacula "Brookton North Subdivision Asphalt Milling and Repaving Project" as follows:

24-0806

ADVERTISEMENT FOR BIDS

00 020-2

The scope of work includes asphalt deep patch milling, standard edge milling, and repaving of all streets within Brookton North Subdivision including Williams Farm Drive from Highway 316 into Brookton North Subdivision. All areas for deep patch milling are marked in orange paint by the Owner's representative. Contractor shall visit the streets identified and determine his own quantities for bidding the project. The project service area includes improvements for the entire length of Williams Farm Drive and interior streets within Brookton North Subdivision. Streets to be milled and repaved include Williams Farm Drive (3,259 LF +/-), Torrey Place (599 LF +/-), and Hannah Court (718 LF +/-) and all cul-de-sacs. All streets are approximately 23' wide +/- from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

SPLOST and 2025 LMIG funds will be utilized for the scope of work to improve Brookton North Subdivision. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements. An Asphalt Core Study for the subdivision has been completed and provided by Atlas Technical Consultants, LLC. to determine the existing asphalt and base thickness for milling depths.

The paving scope will consist of deep patch milling and edge milling of the existing subdivision streets. Edge Milling will begin at 2-1/2" depth at gutter line and then taper out to zero towards the centerline of the road. Once edge milling is complete, the Contractor will perform an additional 4" of Deep Patch Milling to repair alligatored and deteriorated asphalt areas where marked by the Owner's Representative. Once milling is complete, deep patch milled areas will receive 4" of 25 mm Superpave Asphalt Binder Course to make flush with the remainder of the existing milled areas. An asphalt tack coat will then be applied over entire existing asphalt pavement prior to installing 1" inch of 'D' Mix Asphalt Binder Course. A second tack coat will be applied over entire surface prior to installing 1-1/2" of 'F' Mix (9.5 mm) Type 2 Asphalt Surface Course. All new pavement repair shall have smooth transition with adjacent existing asphalt intersections, curb & gutter, and driveways. Finally, new street signs shall be installed to replace aging and faded signage.

The Centerline of the streets 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 streets. Limits of work include all asphalt pavement within right-of-way of City of Dacula for streets identified.

Thermoplastic Stop Bar Striping shall be installed Hannah Court and Torrey Place intersections with Williams Farm Drive. Contractor shall install any other striping within the subdivision to match existing conditions. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

24-0806

ADVERTISEMENT FOR BIDS

00 020-3

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

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility.

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

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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

#### Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (asphalt, concrete, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie-in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.
- C. The limits of work for this project are limited to that area within right-of-way of City of Dacula. Contractor shall not disturb private residential properties, unless

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required to complete scope of work and then shall minimize disturbance to as little as possible. Any disturbance outside of the existing streets shall be repaired in kind to existing condition at no additional cost to Owner.

- D. Contractor is responsible to locate horizontally and vertically all existing utilities within limits of disturbance and protect throughout duration of project. Utilities present include water, gas, electrical, CATV, AT&T, etc., but may not be limited to these within the limits of disturbance.
- E. All earthwork quantities for deep patch milling shall be included in the Contractor's Lump Sum Bid and are the responsibility of the Contractor to haul-in or haul-off at no additional cost to the owner in order to complete the scope of work.
- F. Contractor shall have a Site Superintendent on-site at all times while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be available to City and Owner's representative (the Engineer to answer or direct questions concerning the project.

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **2:30 PM** local time on **Tuesday, December 3rd, 2024**. 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 Bowman (Owner's Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, email [kwhigham@bowman.com](mailto:kwhigham@bowman.com) no later than **Thursday, December 12th, 2024 by 4:00 PM.**

All areas of work illustrated on the Drawings are approximate and may not illustrate all items of repair and/or replacement. Contractor shall visit the site to observe, document, and measure all scope items marked in orange paint by the City and/or Owner's representative for preparing his own Bid for the project. Orange painted markings on the streets overrule what is illustrated on the Drawings if a discrepancy arises.

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project by observing and measuring the orange painted areas for asphalt deep patch milling, standard edge milling, and repaving. Existing grades and crown of roadway shall be maintained to direct stormwater towards existing storm inlets as illustrated on the Drawings. All streets will be repaved to existing lengths and widths as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt repaving work for this project.

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00 020-5

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 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.

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

## SECTION 00 100

## INSTRUCTIONS TO BIDDERS

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

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

Work under the contract consists of furnishing all labor and materials required to complete the project entitled:

"Brookton North Subdivision Asphalt Milling and Repaving Project".

In accordance with Contract Documents prepared by: Bowman Consulting Group, Ltd. (Bowman), 4174 Silver Peak Parkway, Suwanee, Georgia 30024. Phone: (770) 932-6550 / Fax: (770) 932-6551. Dated: October 28, 2024.

The following provisions shall be applicable to all Bidders:

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

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



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## INSTRUCTIONS TO BIDDERS

00 100-2

- B. Time is of the essence. Construction of the "Brookton Place Subdivision Asphalt Milling and Repaving Project" must be substantially complete within Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project.
- C. A bid bond in the amount of 5% of the base bid shall accompany the bid. The Attorney-in-Fact who signs the bid bond must file with the bid bond a certified copy of his Power of Attorney to sign such bond.
- D. Neither Contractor, nor his material suppliers, nor his Subcontractors shall install or otherwise incorporate any materials containing asbestos, PCB or other hazardous materials within the boundaries of the Project. No soil found on site or transported to the site from remote locations which is contaminated with material containing asbestos, PCB, radon, gasoline, fuel oil, diesel fuel or other similar fossil fuels shall be used for fill, backfill or landscape topsoil.
- E. Each bidder represents that his bid is based upon the work described in the Bid Documents, Drawings, and Specifications.
- F. When references are made in the specifications to trade names, or to the names of manufacturers, such references are made solely to designate and identify the quality of the equipment or material to be furnished and are not intended to restrict competitive bidding. In case the Contractor wishes to use material and equipment other than those specified, PRIOR WRITTEN REVIEW by Owner's Representative must be obtained.
- G. If it is desired to use equipment or materials of different manufacturer or trade names from those specified, application for review of such equipment or materials must reach the hands of the Owner's Representative at least ten (10) days prior to the date set for the opening of bids. Application for review must be accompanied by supporting data clearly proving equality of the proposed substitute to that specified. To be acceptable, a substitute must be equal, or exceed, all requirements of the base specifications, including space limitations. A comparative data schedule shall accompany the submittal. Any changes in the work which might be required to accommodate the proposed substitute shall be clearly shown and described. Should the proposed substitute be accepted, any such changes required in other work due to the use of the substitute shall be coordinated and accomplished by Contractor as part of the Contract at no additional cost to Owner.
- H. No substitutes allowed.
- I. No consideration can be given to requests for review received later than ten (10) days prior to the day set for the opening of bids.
- J. METHOD OF AWARD
1. A lump sum, fixed price bid proposal is requested as outlined in the Bid Proposal Form, Section 00 300. Award will be made to the lowest responsive, responsible, qualified bidder. Awarded bidder/contractor shall provide a schedule of values by which they

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

2. The lump sum bid for the construction of the work as outlined in the Contract Documents and set forth in detail in the proposal, includes the furnishing of all equipment, materials, labor, insurance, overhead and profit for the completion of the work as per the Contract Documents.

#### K. RIGHT TO REJECT BIDS

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

#### CONTRACT DOCUMENTS

1. The Contract Documents are intended to agree and be mutually explanatory, and they shall be accepted and used as a whole and not separately. Should any items be omitted from the Project Scope of Work and/or the Drawings, or vice versa, it shall be executed the same as if shown and combined in both. Should any item be omitted, or should any item be described in the Scope and/or Drawings, but not duplicated on other, it shall be executed the same as if shown and combined in both. Should contradiction be found, notify Owner's Representative prior to receipt of bids so that contradictions can be clarified by addendum (a).
2. 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 note shall be preferred to conflicting drawn out indications. Large scale details shall be preferred to scale measurements. In all cases the details shall be checked with existing conditions. Should any variation be found, it shall be immediately referred to Owner's Representative for clarification and adjustment.
5. Owner's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and judge the performance thereunder by Contractor.

- Owner's Representative will within a reasonable time, render such interpretations as he may deem necessary for the proper execution or progress of the work.
6. Contractor shall field verify items as outlined in the Project Scope of Work and/or the Drawings. All items outlined in the Drawings are approximate and have not been surveyed. Drawings may or may not include all scope of work items that have been marked with orange paint by the City and/or Owner's representative in the field. Contractor and subcontractors shall visit the site to determine their own measurements and quantities for bidding the project and not rely on the project Drawings.
  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 milling and repaving improvement work for the project as described in the Scope of Work, Bid Documents, Drawings, and/or Specifications. City and/or Owner's representative have marked all areas for Deep Patch Milling improvements with orange paint in the field. All other limits of pavement for streets will receive standard edge milling and repaving. Contractor to 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 shall mill, provide asphalt tack coats, and repave the existing asphalt streets as outlined in the Scope of Work, Bid Documents, Drawings, and/or Specifications.
13. The Contractor is responsible for any and all utility locates needed before commencing with scope of work. The Contractor shall contact the affected utility, not the City, should utility damage occur. Emergency contact numbers are provided to the successful bidder.
14. 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 Owners' representative prior to placing base and binder material over graded aggregate base material. If any areas fail, then the Contractor will be required to provide a Geotechnical Engineer to qualify and quantify bad materials. Geotechnical Engineer shall be selected by the Contractor, approved by the owner, and paid through an approved change order by the Owner.
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. Access to residential driveways shall be provided at all times.
16. Limits of repaving work for this project occur in residential areas so work is restricted to between the hours of 8 a.m. to 6 p.m. Monday through Friday. Saturday work is allowed once approved by the City. No work on Sunday.
17. Contractor shall match existing road cross slope as illustrated on the Drawings. If road is crowned in the existing condition, then Contractor shall build up new pavement at centerline of streets to be repaved to provide a positive crown in road that slopes from centerline to shoulder and/or curb and gutter (min. 2% cross slope). Contractor shall maintain existing drainage patterns to all existing and proposed storm inlets as illustrated on the Drawings.
18. Contractor shall taper down or feather asphalt down at existing driveways for flush tie-in. Any damage to existing driveways is the Contractor's responsibility and shall be repaired or replaced by the Contractor at no cost to the Owner. Contractor shall edge mill existing asphalt at intersections so there is a smooth transition with the new and existing asphalt.
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**

P.O. Box 400  
Dacula, Georgia 30019

Date: \_\_\_\_\_

Gentlemen:

Having carefully examined the Contract Documents entitled "Brookton North Subdivision Asphalt Milling and Repaving Project", dated October 28, 2024, and Addendum (a) No. (s) \_\_\_\_\_, and having examined the site and conditions affecting the work, including availability of materials and labor, the undersigned hereby proposes to furnish all materials, labor, tools, equipment, machinery, transportation, supervision, administration and services necessary and incidental to construct and substantially complete the repaving improvements called for in the Contract Documents for said project, and in accordance with said documents, shall be substantially complete by the time set forth therein.

**A. BASE BID –**

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision, and coordination of all trades, utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the City of Dacula "Brookton North Subdivision Asphalt Milling and Repaving Project" as follows:

The scope of work includes asphalt deep patch milling, standard edge milling, and repaving of all streets within Brookton North Subdivision including Williams Farm Drive from Highway 316 into Brookton North Subdivision. All areas for deep patch milling are marked in orange paint by the Owner's representative. Contractor shall visit the streets identified and determine his own quantities for bidding the project. The project service area includes improvements for the entire length of Williams Farm Drive and interior streets within Brookton North Subdivision. Streets to be milled and repaved include Williams Farm Drive (3,259 LF +/-), Torrey Place (599 LF +/-), and Hannah Court (718 LF +/-) and all cul-de-sacs. All streets are approximately 23' wide +/- from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

SPLOST and 2025 LMIG funds will be utilized for the scope of work to improve Brookton North Subdivision. Contractor is responsible for complying with all regulations and providing all

documents as per City of Dacula requirements. An Asphalt Core Study for the subdivision has been completed and provided by Atlas Technical Consultants, LLC. to determine the existing asphalt and base thickness for milling depths.

The paving scope will consist of deep patch milling and edge milling of the existing subdivision streets. Edge Milling will begin at 2-1/2" depth at gutter line and then taper out to zero towards the centerline of the road. Once edge milling is complete, the Contractor will perform an additional 4" of Deep Patch Milling to repair alligatored and deteriorated asphalt areas where marked by the Owner's Representative. Once milling is complete, deep patch milled areas will receive 4" of 25 mm Superpave Asphalt Binder Course to make flush with the remainder of the existing milled areas. An asphalt tack coat will then be applied over entire existing asphalt pavement prior to installing 1" inch of 'D' Mix Asphalt Binder Course. A second tack coat will be applied over entire surface prior to installing 1-1/2" of 'F' Mix (9.5 mm) Type 2 Asphalt Surface Course. All new pavement repair shall have smooth transition with adjacent existing asphalt intersections, curb & gutter, and driveways. Finally, new street signs shall be installed to replace aging and faded signage.

The Centerline of the streets 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 streets. Limits of work include all asphalt pavement within right-of-way of City of Dacula for streets identified.

Thermoplastic Stop Bar Striping shall be installed Hannah Court and Torrey Place intersections with Williams Farm Drive. Contractor shall install any other striping within the subdivision to match existing conditions. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

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

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility.

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

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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

Additional items within Scope of Work

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

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

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

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

E. All earthwork quantities for deep patch milling shall be included in the Contractor's Lump Sum Bid and are the responsibility of the Contractor to haul-in or haul-off at no additional cost to the owner in order to complete the scope of work.

F. Contractor shall have a Site Superintendent on-site at all times while work is in progress to monitor, direct, and control construction activities. Superintendent in-charge shall be available to City and Owner's representative (the Engineer to answer or direct questions concerning the project).

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all



bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **2:30 PM** local time on **Tuesday, December 3rd, 2024**. 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 Bowman (Owner’s Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, email [kwhigham@bowman.com](mailto:kwhigham@bowman.com) no later than **Thursday, December 12th, 2024 by 4:00 PM.**

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

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project by observing and measuring the orange painted areas for asphalt milling and repaving. Existing grades and crown of roadway shall be maintained to direct stormwater towards existing storm inlets as illustrated on the Drawings. All streets will be repaved to existing lengths and widths as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt repaving work for this project.

Attention of Bidders is particularly called to the requirements regarding conditions of employment and minimum wage rates to be paid on this project, and that the contractor and subcontractor must comply with all Federal, State, and local requirements. Minority and female owned firms are encouraged to participate in this 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.

**A. BASE BID – “Brookton North Subdivision Asphalt Milling and Repaving Project” – LUMP SUM AMOUNT**

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

\_\_\_\_\_ (\$\_\_\_\_\_)

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

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

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

\*\* The **Base Bid** amount shall consist of Work Items more particularly described in Section 01 000, Project Scope & Performance Specification. The Contractor shall be responsible for all

labor, equipment, materials, operations, details, insurance, supervision, coordination, administration, overhead and profit, plus all necessary incidental costs associated with the complete function of the Work Scope in context of the project.

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

Contractor shall mobilize within ten (10) days of Notice to Proceed issued by the City of Dacula and to commit adequate forces on site to substantially complete all Work including punch list items and clean-up for the Base Bid.

The Contractor will have Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project. The City of Dacula will charge the Contractor Five-Hundred Dollars and no cents (\$500.00) per day for liquidated damages for every day past the completion of the Contract.

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:

24-0806

BID PROPOSAL FORM

00 300-6

Addendum No.

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

COMPANY: \_\_\_\_\_

COMPLETE PHYSICAL ADDRESS: \_\_\_\_\_

REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PRINT AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_\_

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE:

\_\_\_\_\_

SECTION 00 500

CONTRACT

THIS AGREEMENT, made this \_\_\_\_\_, day of \_\_\_\_\_, 2024, by and between the City of Dacula, Georgia, herein called "Owner", acting herein through its Mayor, Hon. Hugh D. King, III, and \_\_\_\_\_, County of \_\_\_\_\_, and State of Georgia, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of the "Brookton North Subdivision Asphalt Milling and Repaving Project" described as follows:

**A. BASE BID –**

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision, and coordination of all trades, utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the City of Dacula "Brookton North Subdivision Asphalt Milling and Repaving Project" as follows:

The scope of work includes asphalt deep patch milling, standard edge milling, and repaving of all streets within Brookton North Subdivision including Williams Farm Drive from Highway 316 into Brookton North Subdivision. All areas for deep patch milling are marked in orange paint by the Owner's representative. Contractor shall visit the streets identified and determine his own quantities for bidding the project. The project service area includes improvements for the entire length of Williams Farm Drive and interior streets within Brookton North Subdivision. Streets to be milled and repaved include Williams Farm Drive (3,259 LF +/-), Torrey Place (599 LF +/-), and Hannah Court (718 LF +/-) and all cul-de-sacs. All streets are approximately 23' wide +/- from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

SPLOST and 2025 LMIG funds will be utilized for the scope of work to improve Brookton North Subdivision. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements. An Asphalt Core Study for the subdivision has been completed and provided by Atlas Technical Consultants, LLC. to determine the existing asphalt and base thickness for milling depths.

The paving scope will consist of deep patch milling and edge milling of the existing subdivision streets. Edge Milling will begin at 2-1/2" depth at gutter line and then taper out to zero towards the centerline of the road. Once edge milling is complete, the Contractor will perform an additional 4" of Deep Patch Milling to repair alligatored and deteriorated asphalt areas where marked by the Owner's Representative. Once milling is complete, deep patch milled areas will

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receive 4" of 25 mm Superpave Asphalt Binder Course to make flush with the remainder of the existing milled areas. An asphalt tack coat will then be applied over entire existing asphalt pavement prior to installing 1" inch of 'D' Mix Asphalt Binder Course. A second tack coat will be applied over entire surface prior to installing 1-1/2" of 'F' Mix (9.5 mm) Type 2 Asphalt Surface Course. All new pavement repair shall have smooth transition with adjacent existing asphalt intersections, curb & gutter, and driveways. Finally, new street signs shall be installed to replace aging and faded signage.

The Centerline of the streets 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 streets. Limits of work include all asphalt pavement within right-of-way of City of Dacula for streets identified.

Thermoplastic Stop Bar Striping shall be installed Hannah Court and Torrey Place intersections with Williams Farm Drive. Contractor shall install any other striping within the subdivision to match existing conditions. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

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

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility.

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

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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

Additional items within Scope of Work

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

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

Owner reserves the right to waive any informalities and any technicalities, and to reject any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at **2:30 PM** local time on **Tuesday, December 3rd, 2024**. 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 Bowman (Owner’s Representative – Kevin D. Whigham, P.E.) 4174 Silver Peak Parkway, Suwanee, Georgia 30024, phone number 770-932-6550, email [kwhigham@bowman.com](mailto:kwhigham@bowman.com) no later than **Thursday, December 12th, 2024 by 4:00 PM.**

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

All quantities and measurements are approximate. Contractor shall visit each street identified and determine his own quantities for bidding this project by observing and measuring the orange painted areas for asphalt milling and repaving, driveway apron replacement, and sidewalk replacement repair. Existing grades and crown of roadway shall be maintained to direct stormwater towards existing storm inlets as illustrated on the Drawings. All streets will be repaved to existing lengths and widths as illustrated on the Drawings. Contractor is responsible for verifying all lengths of roadway and quantities required to complete the scope of work the 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 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.

CONTRACTOR shall perform the above scope of work, hereinafter called the "Project", for a lump sum, fixed price of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_); and all extra work in connection therewith, under the terms as stated in the Contract Bid Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.

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

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

**A. BASE BID – “Brookton North Subdivision Asphalt Milling and Repaving Project” – LUMP SUM AMOUNT**

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

\_\_\_\_\_ (\$\_\_\_\_\_)

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

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

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

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

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

The OWNER is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. '13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor’s execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by The City of Dacula at any time. Contractor shall be required to provide copies to the City of Dacula upon request. Failure to comply with these rules will result in the rejection of the bid proposal and/or termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

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



CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of OWNER and to a fully complete the Project within Sixty (60) consecutive calendar days from the "Notice to Proceed" to finish and complete the project. Contractor shall mobilize within ten (10) days of Notice to Proceed as issued by the City of Dacula or other date agreed upon and to commit adequate forces on site to substantially complete all Work including punch list items and clean-up for the Base Bid within the time specified. 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."

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.

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)

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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

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GENERAL CONDITIONS

00 700-1

SECTION 00 700

GENERAL CONDITIONS

PART 1 - GENERAL

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

End of Section

## SECTION 00 801

## SUPPLEMENTARY CONDITIONS (1997)

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

I. ARTICLE 1 - GENERAL PROVISIONS

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

II. ARTICLE 2 - OWNER

- A. Add paragraph 2.1.4: The Owner is the City of Dacula, Georgia. All contact with the Owner shall be made to and through the Owner's Representative (Engineer), Kevin D. Whigham, P.E., Bowman, 770-932-6550 or kwhigham@bowman.com. The only other directions the Contractor may respond are those issued by the City of Dacula Council, Mayor, City Planner, or City Administrator.
- B. Add to paragraph 2.2.5:
  - 1. Sets of Construction Documents may be obtained as provided for in Advertisement to Bid, which need not be returned by the successful bidder.
  - 2. For construction purposes, the Owner will furnish free of charge to the successful bidding Contractor a maximum of Five (5) printed sets of complete Construction Documents consisting of the Drawings, the Specifications, and all Addenda.
  - 3. Any additional sets of complete Construction Documents or additional copies of selected sheets of Contract Drawings, or sections or pages of Specifications requested by the Contractor will be supplied and billed to the Contractor.

- C. Add paragraph 2.4.2: "If, in the opinion of the Engineer, it is evident that the Contractor has not completed or will not be able to substantially complete the work in accordance with Drawings and Specifications due to default, negligence, or failure on the part of the Contractor, or their subcontractors, the Owner may, at his option, without prejudice, after the expiration of the two seven-day written notices to the Contractor, complete certain portions of the work as may be necessary, or augment the forces of the Contractor with additional manpower as may be required to complete the work by the contracted completion date. In such case, an appropriate deductive change order shall be written, deducting from the contract price the actual costs incurred by the Owner to complete or augment the work. Amount charged to the Contractor will be subject to the approval of the Engineer. Such action, if taken by the Owner, shall not be interpreted by the Contractor as a termination of the contract as per Paragraph 14.2, and the Contractor is to continue to carry out the work or portions of the work as may be required by the contract during this time frame.

### III. ARTICLE 3 - CONTRACTOR

- A. Add paragraph 3.2.4:

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

3.2.4.1 The Owner-Contractor Agreement (including modifications thereto).

3.2.4.2 Change Orders - Those of a later date shall take precedence over those of an earlier date.

3.2.4.3 Written Amendments to the Contract Signed by Both Parties - Those of a later date shall take precedence over those of an earlier date.

3.2.4.4 Addenda - Those of a later date shall take precedence over those of an earlier date.

3.2.4.5 Clarifications.

3.2.4.6 Supplementary Conditions.

3.2.4.7 General Conditions.

3.2.4.8 Specifications.

3.2.4.9 Schedules.

3.2.4.10 Details - Large scale details shall control over small scale drawings.

3.2.4.11 Other drawings.

3.2.4.12 Drawings dimensioned.

3.2.4.13 Drawings not dimensioned.

- B. Add paragraph 3.2.5:

3.2.5 Items of work not illustrated in the drawings or specifications or the mis-

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

- C. Add paragraph 3.2.6 as follows:

### 3.2.6 MEASUREMENTS AND DIMENSIONS

- 3.2.6.1 The Contractor shall check and be responsible for correctness of all dimensions by taking measurements at the project site before ordering material or doing work dependent for proper size of installation upon coordination with job conditions.
- 3.2.6.2 The Contractor shall refer discrepancies between Drawings, Specifications, and Project Conditions to Engineer for adjustment before work affected thereby is begun.
- 3.2.6.3 No consideration shall be given any claim based on difference between actual dimensions and those illustrated on the drawings without first complying with 3.2.6.2 above.
- D. Add paragraph 3.3.8: All grades, lines, levels, and benchmarks for the work under this Contract shall be established and maintained by the Contractor, who shall verify all grades, lines, levels, and dimensions indicated on the Drawings, and shall report all discrepancies before commencing work. The Contractor shall provide and maintain well-built batter boards at corners. He shall establish and safeguard benchmarks in at least two widely separated places. As work progresses, he shall establish and safeguard benchmarks at each level and shall establish exact locations of partitions on rough floors as a guide to trades. Any costs of corrective measure necessitated by erroneous establishment of grades, lines, levels and benchmarks shall be paid for by the Contractor.
- E. Replace paragraph 3.7.1 with the following:
- 3.7.1 The Owner shall pay for any Permit and/or other jurisdictional fees. The Contractor shall secure and pay for all other governmental permits, fees, licenses and inspections necessary for the proper execution and completion of the work, which are customarily secured after execution of the contract and which are legally required at the time the construction begins.

- F. Add paragraph 3.7.6 Required permits, licenses, inspections, and certificates shall be

carefully preserved and prominently posted during the construction period at the project for the easy, convenient access by the various inspecting authorities.

G. Add paragraph 3.19 as follows:

### 3.19 PRE-CONSTRUCTION CONFERENCE

- 3.19.1 A Pre-Construction Conference shall be held prior to commencement of work. The purpose of this conference is to introduce all members of the construction team, which include the Engineer, the Contractor's Project Manager, and the Contractor's Superintendent, to review and ensure all Drawings and Specifications and Submittals are completed and in compliance with all Agreements. In addition, the Contractor shall submit 2 copies of all Post-Bid Information, as described below, for the Owner and Owners' Representative's review.
- 3.19.2 A schedule of values for each major item of work included in the Contract shall be submitted on schedule of values cost index sheets contract and shall define both labor and materials costs for each. Provide breakdown per divisions and sections per table of contents of these specs. See sample form included in Bid for Lump Sum Contracts.
- 3.19.3 A statement designating all work to be performed by the Contractor's own forces shall be submitted.
- 3.19.4 A list of the name of all Sub-Contractors and names of other organizations proposed for each portion of the Work shall be properly executed on "List of Subcontractor's" - and shall be submitted for Owner's and Engineers' review with 24-hour phone numbers.
- 3.19.5 The Performance Bond shall be properly executed on acceptable forms and submitted in duplicate, as described in Section 00 600 - Bonds and Certificates. Bond rating letter shall be included.
- 3.19.6 The Labor and Materials Bond shall be properly executed on acceptable forms and submitted in duplicate.
- 3.19.7 The Certificate for Insurance shall be properly executed on acceptable forms and submitted in duplicate.
- 3.19.8 A list of the names of all suppliers of principal materials and equipment shall be submitted for Owner's and Engineer's review.



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

completion, thereby reducing retainage at final completion to 5 percent of the contract amount (including change orders), subject to the approval of the Owner and the Engineer. In other words, at 50 percent project completion, retainage will be 5 percent of the contract amount, plus approved change orders, until final completion is achieved. Retainage for individual subcontractors shall not be released separately as the subcontractors complete their work. Nor shall the retainage for individual subcontractors be reduced when payments beyond 50% of the individual contracts are released. Retainage shall only be reduced based on payments released in excess of 50% of the overall contract sum.

- 3.19.11.10 Safety precautions and programs shall be as directed by the General Contractor in accordance with the General Conditions in Section 00 700.
- 3.19.11.11 Requests for time extension shall be issued in accordance with the requirements of the General and Supplementary Conditions, Article 8.
- 3.19.11.12 Discrepancies and conflicts in the Drawings and Specifications shall be resolved using the order of precedence indicated in the Supplementary Conditions, paragraph 3.2.4.
- 3.19.11.13 The Date of Substantial Completion shall not be achieved, and the Certificate of Substantial Completion shall not be issued prior to receipt of the official Certificate of Occupancy by the General Contractor. This requirement is indicated in Specification Section 01 700, Part 1.1.A. In addition, the Certificate of Substantial Completion shall only be issued in accordance with the requirements of Section 9.8 of the General Conditions of the Contract for Construction.
- 3.19.11.14 Contract closeout/final payment requirements are indicated in Section 01 700. Piecemeal delivery of final closeout documents and materials is unacceptable.
- 3.19.11.15 Materials testing (if required) shall be conducted under a separate contract by the Owner. Contractor shall acquire a Geotechnical Engineer to perform all testing to be approved by and paid for by Owner. The General Contractor shall note that he is responsible for payment of additional testing services, if initial testing services fail.
- 3.19.11.16 Immediately prior to Substantial Completion, the General Contractor shall prepare a comprehensive list of items to be corrected or completed (a punch list) for the Engineer's review, in accordance with paragraph 9.8.2 of the General Conditions. The Engineer shall then add to or delete items

from the list during a Substantial Completion Inspection.

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

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

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

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

#### IV. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

- A. Add to paragraph 4.1.1: The Architect referred to in the Contract, the General Conditions, Supplementary Conditions, or other documents of the Contract shall mean the "Engineer", Bowman Consulting Group, Ltd., 4174 Silver Peak Parkway, Suwanee, GA 30024.

- B. Delete Paragraph 4.5 (Arbitration) in its entirety.

#### V. ARTICLE 7 - CHANGES IN THE WORK

- A. Add to paragraph 7.1.1

No extra work is to be done without a written change order. Payment will not be authorized for any extra or changed work for which the Contractor has failed to secure

such written change order. All change orders must be signed by the Engineer and Owner.

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

VI. ARTICLE 8 - TIME

- A. Add sub-paragraph 8.1.5:

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

- B. Add paragraph 8.2.4

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

- C. Add sub-paragraph 8.2.5

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

- D. Add paragraph 8.4 - Rain Days

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

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

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

If the total accumulated number of working weekdays (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 a line-item format on Application and Certification for Payment and on Document G703 Continuation Sheet provided in Section 01 370, providing labor and material costs for each line item. Stored materials shall be summarized on the Continuation Sheet provided in Section 01 370.

C. Delete paragraph 9.3.1 entirely and add paragraph 9.3.1:

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

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

D. Add to the end of subparagraph 9.3.2:

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

E. Add new sub-paragraph 9.3.4 as follows:

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

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

G. Add paragraph 9.5.1.9:

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

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

I. Add new sub-paragraph 9.6.6 as follows:

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

a. The work is not behind schedule as determined, by the Engineer only, from the Engineer accepted, time scaled CPM schedule with monthly anticipated

- progress payment amounts submitted at, or before, the Pre-construction meeting;
- b. The work is being performed in a satisfactory manner in compliance with the Drawings and Specifications as determined by the Engineer;
- c. There are no outstanding claims or liens on the property;
- 9.6.6.2 Further payments beyond 50 percent of the overall contract sum as referenced in 9.6.6.1, with total compliance of Items a, b, and c. shall be made in the amount of 100% of the value of the labor and/or materials incorporated in the work and of materials suitably stored at the site thereof unless;
- a. The percentage of work complete falls behind the percentage required by the Engineer accepted, time scaled construction progress schedule, as described in Item 9.6.6.1.a. by as much as 10%; or
- b. The work is being performed in an unsatisfactory manner and/or non-compliant with the Drawings and Specifications as determined by the Engineer; or
- c. There are outstanding claims or liens on the property.
- 9.6.6.3 In which event or events, the Owner shall reinstate the 10% retainage on all periodical payments to be paid while one or more of the events continue to exist. The Contractor shall be given written notice, by the Engineer, of the reinstatement of the retainage. If the Contractor's actual progress becomes more than 10% behind the Contractor's anticipated progress, as described in Item 9.6.6.1.a., the Engineer may direct the withholding of payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.
- 9.6.6.4 If the Contractor recovers all lost time and puts the work back on schedule (0% behind schedule) per schedule described in 9.6.6.1.a and remedies all breaches of 9.6.6.2.b. and 9.6.6.2.c. further payments shall be as described in 9.6.6.2; unless Items 9.6.6.1.a. or 9.6.6.2.b. and 9.6.6.2.c. recur in which event or events the Owner shall reinstate Item 9.6.6.3.
- J. In paragraph 9.7.1, in the first delete "within seven days" and add "by the eighth day of the month"; in the fourth line delete "within seven days after the date established in the Drawings and Specifications" and add "as described in paragraph 9-6-1".
- K. Add paragraph 9.9.4:
- 9.9.4 Should the Project, or any portion thereof, be incomplete for Substantial Completion or final completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of

said occupancy or by the Owner's normal full use of the project, nor shall the Contractor interfere in any way with said normal full use of the project. Further, the Contractor shall not be relieved of any responsibilities of the Contractor, including the required times of completion. Such occupancy by the Owner does not, in itself, constitute Substantial Completion nor Final Completion.

L. Add paragraph 9.10.6:

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

M. Add paragraph 9.10.7:

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

N. Add paragraph 9.10.8:

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

O. Add paragraph 9.11

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

- A. As used in this Code section, the term:
1. "Contractor" means a person having a direct contract with the Owner.
  2. "Lower tier subcontractor" means a person other than a contractor having a direct contract with a subcontractor.
  3. "Owner" means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.
  4. "Engineer" means the Architect or Engineer in charge of the project as



authorized by the Owner or such other contract representative or officer as designated in the Drawings and Specifications as the party representing the Owner's interest regarding administration and oversight of the project.

5. "Subcontractor" means a person other than an owner having a direct contract with the Contractor.
- B. In any contract for the performance of any construction project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:

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

1. Retainage to a maximum of 10 percent of each progress payment; provided, however, that when 50 percent of the contract value, including change orders and other additions to the contract value provided for by the Drawings and Specifications is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Engineer, the Owner shall withhold no more retainage. At the discretion of the owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
2. If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly.
3. At substantial completion of the work or such other standard of completion as may be provided in the Drawings and Specifications and as the Owner's Representative determines the work to be reasonably satisfactory, the Owner shall within 30 days after invoice and other appropriate documentation as may be required by the Drawings and Specifications are provided pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Engineer shall be withheld until such item or items are completed. The

- reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.
4. The Contractor shall, within ten days from the contractor's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals 50 percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Contractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
  5. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor, provided that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
- C. This Code section shall not apply to:
1. Any contracts let by the Department of Transportation of this state for the construction, improvement, or maintenance of roads or highways in this state or purposes incidental thereto; or
  2. Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or 45 days in duration.
- D. Contract and subcontract provisions inconsistent with the benefits extended to contractors, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contract or subcontract provisions allowing greater benefits to be extended to such contractors, subcontractors, or lower tier subcontractors, the provisions and benefits of

this Code section being minimal only.

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

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

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

payments to the Contractor in amounts equal to the percentage behind the Contractor's anticipated progress, in addition to the 10% described in all Items of Article 9.

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

#### VIII. ARTICLE 11 - INSURANCE AND BONDS

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

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

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

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

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a statement on every policy or certificate, as the case may be, that "The insurance company agrees that Policy No. \_\_\_\_\_ shall not

be canceled, changed, or allowed to lapse until ten (10) days after the Owner and Engineer have received written notice as evidenced by return receipt of registered letter".

C. Add paragraph 11.1.1.8:

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

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

D. Delete paragraph 11.2 in its entirety.

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

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

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

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

## IX ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. Delete paragraph 13.5.3 entirely and replace as follows:

## 13.5.3

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

End of Section

SECTION 00 802

NOTICE OF COMMENCEMENT

**Public Works**

**To: Clerk of Superior Court of Gwinnett County, Georgia**

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

- 1. \_\_\_\_\_
- 2. "Brookton North Subdivision Asphalt Milling and Repaving Project" in the City Limits of Dacula, Georgia.
- 3. Name and address of the state, country, municipal corporation, or public board or body thereof which is doing the public work:  
  
City of Dacula  
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 October 28, 2024, (Released for Construction).

- a. Addendum No. 1, dated \_\_\_\_\_, 2024.
- b. Addendum No. 2, dated \_\_\_\_\_, 2024.
- c. Addendum No. 3, dated \_\_\_\_\_, 2024.

Copies of these documents are included herein.

PART 2 - N/A

PART 3 - N/A

End of Section



**PROJECT SCOPE OF WORK  
& PERFORMANCE SPECIFICATIONS  
FOR  
"BROOKTON NORTH SUBDIVISION ASPHALT MILLING AND REPAVING PROJECT"**

PART 1 - GENERAL

1.1 SCOPE OF WORK

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision and coordination of all trades, utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the "Brookton North Subdivision Asphalt Milling and Repaving Project" as follows:

**A. BASE BID –**

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision, and coordination of all trades, utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the City of Dacula "Brookton North Subdivision Asphalt Milling and Repaving Project" as follows:

The scope of work includes asphalt deep patch milling, standard edge milling, and repaving of all streets within Brookton North Subdivision including Williams Farm Drive from Highway 316 into Brookton North Subdivision. All areas for deep patch milling are marked in orange paint by the Owner's representative. Contractor shall visit the streets identified and determine his own quantities for bidding the project. The project service area includes improvements for the entire length of Williams Farm Drive and interior streets within Brookton North Subdivision. Streets to be milled and repaved include Williams Farm Drive (3,259 LF +/-), Torrey Place (599 LF +/-), and Hannah Court (718 LF +/-) and all cul-de-sacs. All streets are approximately 23' wide +/- from edge of pavement to edge of pavement with 80' diameter cul-de-sacs.

SPLOST and 2025 LMIG funds will be utilized for the scope of work to improve Brookton North Subdivision. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements. An Asphalt Core Study for the subdivision has been completed and provided by Atlas Technical Consultants, LLC. to determine the existing asphalt and base thickness for milling depths.

The paving scope will consist of deep patch milling and edge milling of the existing subdivision streets. Edge Milling will begin at 2-1/2" depth at gutter line and then taper out to zero towards the centerline of the road. Once edge milling is complete, the Contractor will perform an additional 4" of Deep Patch Milling to repair alligatored and deteriorated asphalt areas where marked by the

Owner's Representative. Once milling is complete, deep patch milled areas will receive 4" of 25 mm Superpave Asphalt Binder Course to make flush with the remainder of the existing milled areas. An asphalt tack coat will then be applied over entire existing asphalt pavement prior to installing 1" inch of 'D' Mix Asphalt Binder Course. A second tack coat will be applied over entire surface prior to installing 1-1/2" of 'F' Mix (9.5 mm) Type 2 Asphalt Surface Course. All new pavement repair shall have smooth transition with adjacent existing asphalt intersections, curb & gutter, and driveways. Finally, new street signs shall be installed to replace aging and faded signage.

The Centerline of the streets 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 streets. Limits of work include all asphalt pavement within right-of-way of City of Dacula for streets identified.

Thermoplastic Stop Bar Striping shall be installed Hannah Court and Torrey Place intersections with Williams Farm Drive. Contractor shall install any other striping within the subdivision to match existing conditions. Any disturbance outside of existing streets to residential properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.

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

One lane of traffic and access to residential driveways must be maintained at all times. Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large, and the Contractor's personnel is part of this contract and is the Contractor's sole responsibility.

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

All materials and appurtenances required to complete this Scope of Work is the responsibility of the Contractor and shall be provided in his overall Bid. Contractor with winning Bid is required to submit a schedule of values at the Pre-construction meeting.

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

Additional items within Scope of Work

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

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PROJECT SCOPE &amp; PERFORMANCE SPECIFICATION

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his own quantities used to formulate his bid. Contractor shall verify all lengths of roadways and determine all quantities required to complete the asphalt repaving work.

PART 2 - PRODUCTS – N/A

PART 3 – EXECUTION – N/A

3.1 PAVING

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

Proof-rolling (if required):

1. After demolition operations, the Project area shall be proof rolled in the presence of the Owner's Representative. A Geotechnical Engineer will be selected by the Contractor and approved by the Owner for this project and paid by the Contractor to perform geotechnical and materials testing services for the project if required.
  2. Proof-rolling shall consist of a minimum of four (4) complete overlapping passes in each of two perpendicular directions with a heavily loaded 18-20 ton dual tandem dump truck.
  3. Proof-rolling shall be performed in the presence of the Owner's Representative.
  4. Any soft or unstable sub-grade soil conditions observed shall be identified for qualification and quantification by the Geotechnical Engineer.
  5. Any soft or yielding areas shall be thoroughly undercut and replaced with well-compacted structural fill. Areas shall be compacted 95% Standard Proctor with the top twelve (12") inches compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report.
- H. Contractor shall be responsible for providing all equipment necessary to perform proof rolling operations of earth sub-grade, GAB base, and/or existing asphalt, if required.
- I. 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 City of Dacula is utilizing SPLOST and LMIG funds for this project. Contractor will need to submit all requested documentation with each pay application as discussed with City at Pre-Construction Meeting.
- 1.3 Contractor shall submit weekly Wage Hour Payrolls and Section 3 Monthly Reports in accordance with Davis-Bacon requirements and any other paperwork required by the City's funding sources. 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.
- 1.4 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 the information required to be maintained under 29 CFR 5.5 (a)(3)(i).
- 1.5 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).

- 1.6 If the Contractor or Subcontractor fails to submit the required records or to make them



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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.:

Distribution to:

PERIOD TO:

OWNER

PROJECT NOS.:

ARCHITECT

FROM CONTRACTOR:

VIA ENGINEER:

CONTRACT DATE:

CONTRACTOR

ENGINEER

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. Net change by Change Orders ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE ..... \$ \_\_\_\_\_  
(Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_% of Completed Work ..... \$ \_\_\_\_\_  
(Columns D + E on G703)
  - b. \_\_\_\_\_% of Stored Material ..... \$ \_\_\_\_\_  
(Column F on G703)
 Total Retainage (Line 5a + 5b or  
Total in Column I of G703) ..... \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$ \_\_\_\_\_
8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ \_\_\_\_\_

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

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

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of:

County of:

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission expires: \_\_\_\_\_

## ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ENGINEER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

# CONTINUATION SHEET

(Instructions on reverse side)

PAGE OF PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ENGINEER' PROJECT NO.:

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

## SECTION 01 400

## QUALITY CONTROL

PART 1 - GENERAL

## 1.1 ON SITE OBSERVATIONS

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

## 1.2 TESTING SERVICES

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

### 1.3 SUMMARY OF REQUIRED NOTIFICATIONS

- A. Contractor's Geotechnical Engineer shall monitor subgrade demolition/preparation and shall observe all compaction, proof rolling, paving operations, and concrete pouring for curb & gutter, only if required. Contractor shall notify Owner and Owner's Representative at least 24 hours in advance of any proof rolling, paving and/or concrete pouring operations.
- B. Proof rolling, if required by Owner:
1. After milling operations, a portion of the Project area shall be proof rolled as directed by the Owner. This shall be done for portions indicated by the Owner and for all other subgrade issues if they arise. If problems are encountered, it will be the Contractor's responsibility to call in the Contractor's Geotechnical Engineer.
  2. Proof rolling shall consist of a minimum of four (4) complete overlapping passes in each of two perpendicular directions with a heavily loaded 18–20-ton dual tandem dump truck.
  3. Proofrolling shall be performed in the presence of the Owner and Owner's Representative.
  4. Any soft or unstable sub-grade soil conditions observed shall be identified for qualification and quantification by the Geotechnical Engineer.
  5. Any soft or yielding areas shall be thoroughly undercut and replaced with well-compacted structural fill. Areas shall be compacted 95% Standard Proctor with the top twelve (12") inches compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report.
- C. Material to be placed in a qualified manner as defined by the Contract Documents shall be tested to confirm that the required conditions are met. The testing shall also indicate the type of material observed, the location of the test, the material moisture content, and the current weather. Delivery and compaction of material shall be made during the presence of the testing company's representative and shall be subject to his approval. The inspection by no means absolves the Contractor from responsibility of compaction as specified.
- D. Unless material is covered with finish surfaces (paving) immediately following procedures described in B2 and B3 above, the material shall be observed by Owner's Representative again prior to the placement of those finished surfaces. The purpose of this final review is to preclude deterioration of the required conditions from continuing construction, water, or similar causes.

### 1.4 CODE COMPLIANCE TESTING

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

the Contract Documents.

1.5 CONTRACTOR'S CONVENIENCE TESTING

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

End of Section

## SECTION 01 500

## CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1. SCOPE
  - A. Construction facilities and temporary controls required for this work to be provided by Contractor, include, but are not necessarily limited to:
    1. Traffic control signs, barrels, barricades where needed.
    2. Parking of construction equipment and storage of materials.
    3. Parking of construction personnel vehicles.
2. PROTECTION
  - A. Use all means necessary to maintain construction facilities and temporary controls in proper and safe conditions throughout progress of work.
3. REPLACEMENTS
  - A. In event of loss or damage, Contractor shall immediately make all repairs and replacements necessary to construction facilities and temporary controls to Engineer's satisfaction at no additional cost to Owner.
4. UTILITY HOOKUP
  - A. All fees for temporary utility tie-ins, if required will be Contractor's responsibility.

PART 2 - PRODUCTS

1. CONTRACTOR'S STAGING AREA
  - A. The location of construction equipment and materials storage shall be determined at the pre-construction conference. Contractor shall confine his storage therein and take necessary precautions to protect materials from all forms of damage and theft as a part of this work.
2. TEMPORARY UTILITIES
  - A. Contractor shall furnish water, gas, electricity, and telephone service as required during construction and extend temporary service lines to construction areas for use of all subcontractors and Owner's forces, if required.

B. Temporary Water

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

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

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

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

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

3. SANITARY FACILITIES

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

4. TEMPORARY CONSTRUCTION, EQUIPMENT, AND PROTECTION

- A. Provide, maintain, and remove upon completion of work, all temporary



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

## 3. SUBSTITUTIONS

- A. After receipt of Bids and prior to award of Contract, substitutions may be negotiated. However, Contractor shall be required to provide a substitution form for any change to the original bid documents before it will be incorporated into the contract documents.
- B. After the date of the Contract, Engineer may consider formal requests from Contractor for substitution of products in lieu of those specified. Requests shall be submitted in accordance with the preceding requirements. One or more of the following conditions must also be documented as reason for substitution.
1. The substitution is required for compliance with code requirements.
  2. The substitution is required because of the unavailability of the specified

- product.
3. The substitution is required since new information discloses the specified products will not perform properly or fit into the designated space.
  4. The substitution is required since the manufacturer or fabricator refuses to certify or guarantee performance of the specified product as required.
  5. The substitution is required since it is clear, in the judgment of the Engineer, that a substitution would be substantially in Owner's best interests in terms of cost, time and/or other considerations.
- C. With each request for substitution Contractor shall include the following:
1. Complete data substantiating compliance of proposed substitution with contract documents including:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature, including product description, performance and test data, and reference standards.
    - c. Name and address of similar projects on which product was used and date of installation.
  2. Itemized comparison of proposed substitution with product or method specified, noting any variance from the specified product which may result in inferior appearance, performance, or installation complication.
  3. Information relating to changes in construction schedule.
  4. For requests submitted after bids are received, accurate cost data on proposed substitution in comparison with product or method specified, including any adjustment to the contract sum that will be provided if the substitution is accepted.
- D. In submitting requests for substitution, Contractor shall make the following personal representations:
1. Contractor has investigated proposed product and has determined that it is equal or superior in all respects to the specified product.
  2. Contractor will provide an equal or better guarantee for proposed substitution as compared to the product specified.
  3. Contractor will coordinate installation of accepted proposed substitution into the project, making any such changes as may be required for the project to be completed in accordance with the Contract Documents.
  4. Contractor waives all claims for additional costs related to proposed substitution which became apparent during or following substitution submittal process.
  5. Cost comparison data is complete and includes all related costs under the contract, but does not include:
    - a. Cost under separate contracts.
    - b. Engineer's/Consultant's redesign fee.
  6. The proposed substitution satisfies Code Official's interpretations of all applicable codes.

- E. Substitutions shall not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without a formal request submitted in accordance with this Article.
  2. Acceptance will require substantial revision of contract documents.

24-0806 PRIOR APPROVALS AND SUBSTITUTIONS 01 630-4  
REQUEST FOR PRIOR APPROVAL

PROJECT: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ BID DATE: \_\_\_\_\_

SUB CONTRACTOR: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_

SPEC SECTION: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ TITLE: \_\_\_\_\_

<u>PRODUCT SPECIFIED</u>	<u>PAGE NO.</u>	<u>PRIOR APPROVAL PRODUCT</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

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 : \_\_\_\_\_

24-0806 PRIOR APPROVALS AND SUBSTITUTIONS 01 630-5  
REQUEST FOR SUBSTITUTION AFTER BID

PROJECT: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ BID DATE: \_\_\_\_\_

SUB CONTRACTOR: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_

SPEC SECTION: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ TITLE: \_\_\_\_\_

1. The following required information is attached:
  - A. Product identification, manufacturer's name, address, telephone number
  - B. Manufacturer's literature, performance/test data, reference standard
  - C. Name/address of similar projects where product has been used and Date of Application
  
2. Comparison of proposed substitute product with specified product:
  - A. Differences: \_\_\_\_\_
  
  - B. Effect on dimensions and trades: \_\_\_\_\_
  
3. Data related to changes in construction schedule:  
\_\_\_\_\_
  
4. Accurate cost data on proposed substitution in comparison with product specified:  
\_\_\_\_\_
  
5. Reason for request for substitution: (Check One)
  - 1)  Specified product will not meet code.
  - 2)  Specified product unavailable for purchase.
  - 3)  Specified product will not perform or fit as required.
  - 4)  Manufacturer will not provide required certification or guarantee for specified product.
  - 5)  Substitution is clearly in Owner's best interest in terms of cost or schedule.
  - 6)  Substitution is proposed as a convenience to the Contractor, and the Contractor agrees to compensate the Architect for time involved in reviewing and processing the proposed substitution.

End of Section

## SECTION 01 700

## CONTRACT CLOSE-OUT

PART 1 - GENERAL

## 1. CLOSE-OUT TIMING

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

## 2. PUNCH LIST

- A. When the project is substantially complete Contractor shall notify Owner's Representative in writing at least five (5) days before the date of request for punch list inspection. Contractor shall arrange for the presence of all subcontractors whose work is involved, if required by Owner's Representative.
  - 1. Owner and/or Owner's Representative shall prepare a "Punch List" as a convenience to Contractor for items not completed and work not meeting the requirements of the Contract Documents. The "Punch List" is not to be construed to be a final or complete listing of project requirements but is intended only to assist in the completion of the project. Contractor shall make a diligent effort to complete all work in conformance with the requirements of the Contract Documents before requesting a "Punch List".
  - 2. Correction of items noted on the "Punch List" does not relieve Contractor from conforming to all requirements of the Contract Documents.
- B. Contractor shall furnish three copies of the following:
  - 1. Consent of Surety for final payment.
  - 2. Warranty
  - 3. Final and Retainage Applications for payment.
  - 4. Contractor's Statutory Affidavit ensuring no liens.

5. Subcontractor Statutory Affidavits ensuring no liens, only if required by City.
6. Substantial Completion Letter.
7. Certificate of Insurance.
8. List of all Subcontractors.

C. Warranties

1. Contractor shall warrant all work executed by his forces and his subcontractors under this contract, and any additional modifications and change orders, to be absolutely free of all defects of workmanship and materials for a period of one year beginning on date of Substantial Completion. Contractor shall repair all such defects, resulting damages and repair any damage to other work caused by subsequent repair work to Owner's and Owner's Representatives' satisfaction no later than 30 days following written notification by Owner that remedial repairs are required.
2. At the end of the one (1) year warranty period, Contractor shall inspect the project with Owner for deficiencies. At that time, a correction list shall be prepared by Owner and Contractor shall make the necessary repairs and corrections immediately and as directed by Owner.
3. Contractor shall provide additional guarantees (in excess of one year) where specifically required by pertinent specification sections.

3. FINAL CLEANING

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

End of Section



PROJECT: "Brookton North Subdivision Asphalt Milling and Repaving Project"

LOCATION: Brookton North Subdivision 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:  
\_\_\_\_\_

24-0806

SUBCONTRACTOR WARRANTY FORM

01 741-1

PROJECT: "Brookton North Subdivision Asphalt Milling and Repaving Project"

LOCATION: Brookton North Subdivision 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 \_\_\_\_\_, 2024, between City of Dacula and \_\_\_\_\_ for the "Brookton North Subdivision Asphalt Milling and Repaving Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated October 28, 2024.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
(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 \_\_\_\_\_, 2024, between City of Dacula and \_\_\_\_\_ for the "Brookton Place Subdivision Asphalt Milling and Repaving Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated October 28, 2024.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Firm)

24-0806 \_\_\_\_\_ CERTIFICATE OF THE SUBCONTRACTOR / \_\_\_\_\_ 01 742.1 -2

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

\_\_\_\_\_

My commission expires

*(Notary Public)*

\_\_\_\_\_

## SECTION 01 743

## GEORGIA SECURITY AND IMMIGRATION AFFIDAVIT

PART 1- GENERAL

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

**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

STATE OF GEORGIA  
CITY OF DACULA

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public



My Commission Expires:

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

**GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT**

STATE OF GEORGIA -  
CITY OF DACULA

SUBCONTRACTOR AFFIDAVIT

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 and removal of milled asphalt pavement, concrete curb & gutter (if required), and concrete driveway aprons (if required). Asphalt pavement will be removed by milling operations for standard and deep patch milling. Refer to Section 01 000, Contract Documents, Project Scope & Performance Specification, and Drawings.

## 1.2 PROJECT CONDITIONS

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

## 1.2 POLLUTION CONTROLS

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

PART 2 - PRODUCTS

## 2.1 MATERIALS TO BE REUSED

- A. Materials to be disassembled and reused shall be handled and stored in a manner and placed so as to prevent damage.
- B. Damaged materials shall be repaired or replaced at no cost to Owner.

## 2.2 MATERIALS TO BE REMOVED

- A. Materials to be removed and not reused shall be treated as "waste" and legally disposed of by Contractor. In addition:
  - 1. Burning of waste on site shall not be permitted.
  - 2. Waste materials shall become the property of the Contractor and shall be promptly removed from site.
  - 3. Storage or sale of salvageable items on site shall not be permitted.
  - 4. Do not store waste in planted areas or any area that can be damaged by storage operations.

PART 3 - EXECUTION

## 3.1 EXTERIOR DEMOLITION

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

24-0806

DEMOLITION

02 050-3

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

## 1.2 PROJECT CONDITIONS

- A. Contractor shall visit the site and thoroughly familiarize himself with all existing condition prior to formulating his Bid.
- B. Contractor may, at his own expense and prior to bidding, make any soils or other geotechnical investigations he may deem necessary. Obtain authorization of Owner, prior to commencement of boring or subsurface investigations.
- C. Survey existing grades and lay out grade stakes for if necessary to replace and repave roadway and maintain existing grades and drainage patterns. Utilize a Registered Land Surveyor currently registered to practice land surveying in the State of Georgia.
- D. Upon becoming aware of suspected unsuitable subsurface conditions, promptly notify the Owner and the Owner's Representative to permit verification of the conditions by a Contractor engaged Testing Agency or Contractor's Geotechnical Engineer and follow immediately in writing outlining the nature and extent of the differing conditions. No claim by the Contractor for any additional cost or time for any Earthwork operations of any nature will be allowed, unless the Contractor has so notified the Owner, verbally and in writing, as required above, of such conditions.
- E. Unsuitable materials, including all forms of rock, debris, organic materials, and poor soils, encountered may be redistributed to other areas of the site not to be used in a structural capacity rather than being hauled off site if and only if approved in writing prior to any on-site distribution at the Owner's sole discretion.
- F. Contractor is solely responsible for all earth quantities to render the finished grade elevations of the repaved roadway similar to existing condition with no change in drainage patterns. Any exportation (*i.e.*, "haul-off") of "excess" earth; or importation (*i.e.*, "haul-in") of suitable soil materials or GAB shall be included in the Contract Sum unless provided for otherwise in this Specification or as otherwise directed by the Owner or Owner's Representative.
- G. Contractor is solely responsible to:
  - 1. Survey, establish and protect benchmarks and monuments. If any are disturbed or destroyed, Contractor shall replace in original position using a Georgia Registered Land Surveyor at no additional cost to Owner.
  - 2. Protect areas outside limits of construction from encroachment by construction personnel or equipment regardless of property ownership. Contractor shall erect wooden post and orange safety fencing warning signs and other protective measures and warn the public of ongoing construction activities at limits of and a reasonable distance from the construction if necessary.
  - 3. No Clearing or any form of construction or other disturbance (*including materials*

- storage*), shall be conducted outside the approximate limits of construction.
4. All utilities are to be located and marked. Horizontal and vertical location of all utilities shall be verified by Contractor and marked on "as-built" drawings if they are to remain. Contact the Utility Protection Center at 1-800-282-7411 not less than three (3) working days prior to grading operations. Protect existing facilities, utilities, and adjacent property. Prevent ponding or washing of water on site and over adjacent property. Erect erosion control measures (e.g., silt fences) as required to prevent runoff of soil erosion.
  5. Provide all necessary shoring, sheeting, and bracing for the protection of work and safety of personnel if necessary. Contractor shall engage a Georgia Registered Engineer highly skilled in the design of such shoring and bracing systems to perform the design engineering for said shoring and bracing. Backfill loads shall not be imposed on walls and structural systems until those systems are completely developed and at design capacity.
  6. Protect adjacent and downstream properties from soil erosion. Comply with all erosion and sediment control measures specified elsewhere and required by applicable codes and ordinances.
  7. Protect finished paved areas from construction debris and dirt.
  8. Provide traffic protection by means of suitable signs, barricades, and lights in accordance with the latest edition of the Manual of Traffic Control Devices (MUTCD).
  9. Burning of debris on the Project site will not be permitted.
- H. Provide dewatering and drainage as needed to accomplish the work required in this section. No excavation may proceed until suitable dewatering has been provided and approved by Owner and/or Owner's Representative. Do not allow areas of ponding water. In the event ponding of water occurs, take the necessary measures to eliminate said ponding. Submit dewatering procedures to Owner and/or Owner's Representative for review.
- I. Comply with rules and regulations governing respective utilities.
- J. Contractor is solely responsible for protection of downstream properties from encroachment or damage from increased or concentrated storm water flows, erosion, sediment, or pollutants.
- K. Claims for "lost revenue" from any unsuitable materials or lack of marketability of any unsuitable soil materials or rock shall not be considered for additional payment or compensation by Owner to Contractor.



### 1.3 QUALITY CRITERIA

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

### 1.4 NOTIFICATION

- A. Contractor shall notify Engineer and/or Owner's Representative 24 hours prior to commencing any grading, excavation, land clearing and removal operations.
  
- B. Contractor shall notify all Utilities Companies in ample time for necessary measures to be taken to prevent interruption of service when utility lines which are to be removed, relocated and/or disconnected are encountered.

- C. Contact the Utility Protection Center at 1-800-282-7411 not less than three (3) working days prior to any grading operations.

## 1.5 SUBMITTALS

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

## PART 2 - PRODUCTS

### 2.1 TOPSOIL

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

### 2.2 UNSUITABLE SOIL

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

be designated by Owner. Contractor shall assist drying by discing, harrowing, or pulverizing until the soil moisture content is reduced to the specified value.

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

### 2.3 FILL

- A. Satisfactory fill material shall consist of local, clean, non-active, organic free subsoil, free from debris, roots, topsoil, and frozen material and capable of being compacted to the density required.
- B. Maximum size of rock fragments shall be equal to or less than three inches (3") in the greatest dimension.
- C. In areas of massive fills or disposal pits, Geotechnical Engineer shall determine the maximum size of rock.
- D. Materials classified as SM, SP, ML, SC, or CL are suitable for structural fill. Generally, residual soils in the local area are suitable for reuse as structural fill provided that they meet the following criteria and shall be well graded within the following limits:
  - 1. Common fill shall consist of mineral soil substantially free from organic materials, loam, wood, trash, and other objectionable materials which may be compressible, or which cannot be properly compacted. Common fill shall not contain stones larger than three inches (3") in the largest diameter and shall have a maximum of 75% passing the No. 40 sieve and a maximum of 20% passing No. 200 sieve. Common fill shall not contain granite blocks, broken concrete, masonry rubble or other similar materials. Fill shall have physical properties such that it can be readily spread and compacted during filling. Soil excavated from the structural areas, and which meets the above requirements may be used in embankments.
  - 2. Screened gravel shall meet the requirements of Section 806.02 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
  - 3. Partially weathered rock or rock no larger than three inches (3") in any dimension, may be used as fill as provided for in the Geotechnical Report.

4. Soil should exhibit a plasticity index of less than 30 and a dry unit weight of at least 90 pcf unless more stringent requirements are given in the Geotechnical Report, in which case they will govern.
- E. Residual material to be used as fill material shall be tested and approved by Contractor's Geotechnical Engineer for degree of compaction specified for its intended use prior to importation or placement.
- F. For fill soils to be imported from off-site, provide samples of same for laboratory testing by Contractor's Geotechnical Engineer to determine their Standard Proctor.
- G. Contractor shall identify the location of any "borrow pits" so that Contractor's Geotechnical Engineer may inspect same to determine suitability of the general soils which Contractor intends to import to the Project site.

#### 2.4 GRAVEL

- A. All stone for Gravel Fill shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Gravel fill shall consist of sound, durable rock, free from injurious amounts of coatings of any kind and shall be graded so 100% passes the 1-1/2" sieve, 95-100% passes the 1" sieve, 25-60% passes the 1/2" sieve, 0-10% passes the No.4 sieve and 0-5% passes the No.8 sieve.

#### 2.5 CRUSHED STONE (CRUSHER RUN)

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

#### 2.6 GRANULAR BEDDING

- A. All stone for Granular Bedding shall meet the quality requirements of Section 800 of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.

- B. Granular bedding and backfill material shall consist of a granular soil, sand, chert, crushed stone or mixture of these, all of which passes a 3/4-inch sieve, 80% passing a 3/8-inch sieve, 40% passing a No.4 sieve, 10% passing a No. 8 sieve, and not more than 5% passing a No. 16 sieve. Material shall be free of organic matter and debris.

## 2.7 RIP RAP

- A. Stone for Rip Rap shall meet the quality requirements of Section 805 Rip Rap of the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 1993 or latest Edition.
- B. Stone Dumped Rip Rap shall be processed in such a manner as to produce a quarry run material including rock fines which meet the gradation for the following two types:
  - Type 1: For severe drainage conditions the largest piece of material shall have a maximum approximate value of two cubic feet. At least 35% of the mass shall be comprised of pieces which weigh 125 pounds or more.
  - Type 3: For general use normal drainage conditions the largest pieces of material shall have a maximum approximate value of one cubic foot. At least 35% of the mass shall be comprised of pieces which weigh 15 pounds or more.The remainder of Types 1 or 3 shall be well-graded down to the finest sizes. Rock fines shall comprise a maximum of 10% of the total mass. Rock fines are defined as material passing a No. 4 sieve.
- C. Stone for Plain Rip Rap shall be sound, durable pieces and shall be resistant to the action of air and water. Flat, slabby and shaley pieces are not acceptable. It shall be clean and essentially free of rock dust and fines. The material shall be processed such that the largest pieces have a volume of not more than 2 cubic feet and not more than 10% of the total weight of rip rap shall consist of spalls passing a 5-inch sieve.

## 2.8 GRADED AGGREGATE BASE

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

## 2.9 ROCK

- A. Rock consists of three types: Rippable Weathered Rock, Mass Rock, and Trench Rock. Rippable Weathered Rock is considered part of the work and shall be included in the Contract Sum. Payment for Mass Rock and Trench Rock removal shall be in accordance with change order procedures based on the schedule of values with unit costs provided with the lump sum bid as specified by the Bid Proposal Form or a time and material basis as agreed to prior to commencing work. Rock quantities shall be qualified and quantified by Contractor's Geotechnical Engineer and verified by Owner's Representative.
- B. In the event that a claim by Contractor has been made to the existence of "Rock", "Unsuitable Soils" or otherwise "Unsuitable Materials", the Geotechnical Engineer shall specify the means by which the "Rock" or otherwise "Unsuitable Soils" or "Unsuitable Materials" shall be quantified.
1. Rippable Weathered Rock is defined as residual material having a volume greater than one (1) cubic yard that, in the opinion of Contractor's Geotechnical Engineer, can be effectively plowed, spaded, or removed with power driven excavating equipment having been first loosened with a track-mounted bulldozer equipped with a single-tooth ripper shank, having a minimum draw bar pull rated at not less than 56,000 pounds.
  2. Mass Rock and Trench Rock are defined as residual material having a volume greater than one (1) cubic yard or more for mass excavation or one-half (1/2) cubic yard for trench or pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or blasting.
    - a) Mass Rock - Mass Excavation: Late-model, track-mounted bulldozer equipped with a single-tooth ripper shank; rated at not less than 230-hp flywheel power and developing a minimum of 56,000-lbf pryout force; measured according to SAEJ-732 (Caterpillar D-8K, Caterpillar 977 front-end loader or equivalent).
    - b) Trench Rock - Excavation of Trenches and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-wide, short-tip-radius rock bucket; rated at not less than 120-hp flywheel power with a bucket-curling force of not less than 25,700-lbf and stick-crown force of not less than 18,700 lbf; measured according to SAEJ-1179 (Caterpillar Model 225 or equivalent).
- C. Provide ground vibration monitoring and existing condition/crack survey (video and/or digital) of all nearby structures and/or adjacent properties prior to any blasting operations. Contractor must notify Owner's insurance company of rock removal intent and must obtain all necessary insurance certificates and permissions to expedite this work.

PART 3 - EXECUTION

## 3.1 CLEARING

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

## 3.2 GRUBBING

- A. Grubbing is the removal of all roots and stumps from the ground larger than 3/4 in. diameter.
- B. Unless otherwise directed, Contractor shall grub all cleared areas;
  - 1. In fill areas where design grade levels for building, roads or paved areas are to be placed, grub to minimum depth of twelve inches (12") below the finished design grade level as indicated on Drawings.
  - 2. In all areas of excavation for structures, grub to the depth of the proposed excavation or to the depth that allows the area to be free of debris, rock, organic and inorganic materials, and unsuitable soils that would otherwise prevent the soil from being compacted to the density as indicated on Drawings and stated in the Specifications herein.
  - 3. In areas outside of design level grades or building footprint or roads and parking lots where fill is to be placed grub to the existing grade unless the area adjacent requires soils compacted to a density to support the structures, roads, or parking areas.
  - 4. Contractor shall be responsible for excavating to an appropriate depth and removing and replacing with suitable soils that will allow soil to achieve requisite

compacted density.

5. In areas to be grassed and/or landscaped without fill, grub to a minimum of six inches (6") below the final grade.

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

### 3.3 CLEAN UP

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

### 3.4 TOPSOIL STOCKPILING

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



### 3.5 EXCESS, UNSUITABLE, AND INSUFFICIENT MATERIALS

- A. Remove and legally dispose of excess and unsuitable materials from Project site unless directed otherwise in writing by Owner. Unsuitable material may be placed on Owner's property if and only if approved in writing by Owner prior to any on-site distribution as a deductive change order and then shall only be placed in non-structural fill areas of the Project site as designated by Owner and/or Owner's Representative.
- B. Provide satisfactory fill material in areas where existing materials are insufficient or unsuitable for earthwork operations.
- C. If, in the opinion of the Engineer/Geotechnical Engineer, the material in its undisturbed natural condition at or below final design grade as indicated on the Drawings, the excavation is unsuitable for its intended use; it shall be removed to such depth and width as directed and be replaced with suitable material by Contractor as directed by the Engineer/Geotechnical Engineer. Contractor, unless otherwise directed by the Engineer or Owner, shall remove and replace unsuitable materials based on the schedule of values with unit costs provided with the lump sum as specified by the Bid Proposal Form. Owner may elect, in accordance with the provision of the agreement, to direct Contractor to remove and replace the unsuitable materials on a lump sum or time and materials basis should applicable unit rates not exist or not covered for unsuitable material being removed. Contractor shall receive written notice from the Engineer of means and methods to employ i.e. lump sum, unit rates or time and materials, prior to executing any work deemed in excess of the amount indicated in the Contract Sum.

### 3.6 EXCAVATION

- A. Excavation shall be made to the design lines and levels illustrated on the drawings or to such depths, whichever is greater, as further described elsewhere in this section and to such widths as will give suitable room for construction of the structures, for bracing and supporting, pumping, and draining and inspection. The bottom of the excavations shall be rendered clean, firm, level and dry and in all respects acceptable to Contractor's Geotechnical Engineer and Owner's Representative. Where changes in levels occur, provide vertical steps in horizontal runs.
- B. Excavation and dewatering shall be accomplished by means and methods which preserve the undisturbed state of subsurface soils. Exposed subsurface shall be proof rolled with at least two (2) coverages of the specified equipment. Contractor's Geotechnical Engineer and Owner's Representative shall waive this requirement if, in his/her opinion, the subsurface will be rendered unsuitable by such compaction. Subsurface soils which become soft, loose, "quick", or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering, proof-rolling,

- or other construction methods shall be removed and replaced by structural fill as required by Contractor's Geotechnical Engineer and Owner's Representative at Contractor's expense.
- C. Dewatering shall be such as to prevent boiling or detrimental under-seepage at the base of the excavation as specified herein.
  - D. Contractor shall prepare subsurface areas for all structures unless otherwise illustrated on Drawings or otherwise specified elsewhere in this Section:
    - 1. Roughly level and proof roll these areas with a 25-ton roller, (or the equivalent) making at least four passes (two passes being perpendicular to the others).
    - 2. Compact the top twelve inches (12") of fill below subsurface to a minimum of 100 percent Standard Proctor (ASTM D698).
    - 3. Where structures are supported by piles, compact the top twelve inches (12") of subsurface to a minimum of 95 percent Standard Proctor (ASTM D698).
  - E. Excavation equipment shall be satisfactory for carrying out the work in accordance with requirements specified. In no case shall the earth be ploughed, scraped, or dug with machinery so near to the finished design limits indicated on Drawings as to result in excavation of, or disturbance of material below design limits. The last of material loosened by mass excavation shall be removed with pick and shovel immediately prior to placement of concrete or working mat.
  - F. When excavation for foundations has reached prescribed depths, Contractor's Geotechnical Engineer and Owner's Representative shall be notified and will inspect conditions. If materials and conditions are not satisfactory to Contractor's Geotechnical Engineer and Owner's Representative, Contractor's Geotechnical Engineer and Owner's Representative will issue instructions as to the procedures to resolve the issue(s) in question.
  - G. During final excavation to design limits as indicated on Drawings, take whatever precautions are required to prevent disturbance and remolding. Material which has become softened and mixed with water shall be removed. Hand excavation of the final three to six inches (3" - 6") will be required as necessary to obtain a satisfactory undisturbed bottom. Contractor's Geotechnical Engineer and Owner's Representative will be the sole judge as to whether the work has been accomplished satisfactorily.
  - H. Over-excavation by Contractor beyond the design limits and depths required or indicated on the drawings shall be replaced with lean concrete, compacted structural fill, crushed stone, or other materials as directed by Contractor's Geotechnical Engineer and Owner's Representative at no change in Contract Sum or Time.
  - I. If soil conditions permit, cut footing trenches to exact size of footing, and omit forms.

Notify Contractor's Geotechnical Engineer and Owner's Representative if earth of doubtful bearing is encountered. If adequate bearing is not encountered within eight inches (8") of depth illustrated on Drawings, excavations shall be carried deeper upon written authorization and paid for as additional work in accordance with Contract Conditions.

- J. If excavations are carried deeper than required by Drawings or Specifications in error, the additional depth shall be filled with materials specified for road subgrade and compaction at no additional cost to Owner.
- K. Protect excavations against cave-ins, ponding and freezing. When freezing can be anticipated prior to placing of concrete, protect excavations or delay carrying excavations to full depth until concrete can be placed.
- L. Maintain excavations free of surface water. Provide pumps if required to drain excavations. Provide and maintain temporary drainage ditches as required.
- M. Notify Contractor's Geotechnical Engineer and Owner's Representative when footing excavations are complete. Geotechnical Engineer will perform appropriate density testing of the excavations prior to placing formwork, reinforcement steel, anchor bolts and concrete.
- N. Contractor shall be fully responsible for all damage to any part of the site, building structures or other installations, caused by water.
- O. Concrete should be placed the same day earth excavation is made. If it is necessary for excavations to remain open overnight, provisions should be made to prevent collection of surface run-off in the excavation.

### 3.7 EXCAVATION OF ROCK

- A. If rock is encountered, clear away earth and expose materials. Notify Contractor's Geotechnical Engineer and Owner's Representative and receive written instructions prior to excavations. Measure and estimate extent of rock to be excavated. Contractor's Geotechnical Engineer shall identify, qualify, and verify in writing whether the material shall be classified as rock and shall confirm the extent and quantity of rock to be excavated.
- B. Only rock excavation done in accordance with Contractor's Geotechnical Engineer and Owner's Representative instructions will be paid for by Owner as additional work in accordance with Contract Conditions.
- C. Contractor shall remove rock in accordance with the following:

1. Remove rock to a depth of six inches (6") below proposed slabs and pavement.
2. Twenty-four inches (24)" on each side of and below footings of the proposed building walls.
3. Six inches (6") below and eight inches (8") to each side of conduits, ducts and pipes installed in utility trenches, with minimum width of thirty-six inches (36").
4. Twelve inches (12") below finished grade in areas to receive landscaping, sodding, and seeding.

D. No blasting is allowed. Use of explosives will not be permitted.

### 3.8 EXCAVATION AND BACKFILL OF UTILITY TRENCHES

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

the installed pipe.

- F. Backfilling over ducts, pipes, conduits, etc. shall begin not less than three days after placing concrete encasement or until the test sample achieves prescribed strength of tested sample.
- G. Where pipe is to be installed in fill of any type, fill shall be placed and compacted to the total depth required and then re-excavated for pipe installation.
- H. As soon as practicable after the pipe has been laid and jointed, backfilling shall begin and thereafter be completed expeditiously. If required, as illustrated on Drawings, screened gravel shall be placed around the pipe to its mid-diameter. As the screened gravel is placed, it shall be compacted by suitable tools. Compaction shall meet a minimum criterion of 98% Standard Proctor at or near its optimum moisture content (minus 2 to plus 3 percent).
- I. Use Reinforced Concrete Pipe for culverts within right-of-way and under pavement refer to City of Dacula Standards.
- J. For Plastic (PVC) pipe for drainage systems or roof leaders grade trench bottom to uniform slope to provide a firm, unyielding bearing surface along the entire length of the barrel of the pipe.
- K. Continue backfilling with suitable soil in six-inch (6") layers by hand, tamping material by hand operated tampers to a level eighteen inches (18") above top of pipe.
- L. Form depressions for hubs and similar joints only in size as required for making joint.
- M. In areas of rock excavation, and where needed in other areas, provide crushed stone bedding for all pipes.
- N. Provide bedding over the full width of excavation to a minimum depth of six inches (6") under pipe.
- O. Whenever the subsurface is unstable or too soft to provide a satisfactory pipe foundation for any pipe, undercut the trench as necessary and backfill with crushed stone. Compact and bring the material to proper grade to create a firm, unyielding foundation.
- P. After the bedding, if required, has been placed to the mid-diameter of the pipe, select common fill shall be placed to a depth of twelve inches (12") over the top of the pipe. Material shall be thoroughly compacted by hand-tamping as placed with at least one man tamping for each man shoveling material into the trench. Compaction shall result in achieving a 95% Standard Proctor test at or near its optimum moisture content (minus

2 to plus 3%).

- Q. Where the pipes are laid in unpaved areas, the remainder of the trench shall be filled with common fill in layers not to exceed twelve inches (12") and thoroughly compacted by rolling, ramming, or puddling sufficiently to prevent subsequent settling to 95% Standard Proctor at or near its optimum moisture content (minus 2 to plus 3%). The backfill shall be mounded 3 inches (minimum) above the finish or existing grade or as directed by the Contractor's Geotechnical Engineer. Wherever a loam or gravel surface exists prior to excavations, it shall be removed, conserved, and replaced to the full original depth as part of the work under the pipe items. In some areas it may be necessary to remove excess material during the clean-up process, so that the ground may be restored to its original level and condition. If Contractor prefers not to store loam, gravel, or topsoil he/she shall replace it with material of equal quality and in equal quantity.
- R. Where the pipes are laid in streets, or other paved areas, the remainder of the trench above the bedding and up to a depth of twelve inches (12") below the bottom of the specified paving shall be backfilled with common fill in 6-inch (max.) layers thoroughly compacted by rolling or ramming to 98% Standard Proctor. The twelve-inch (12") layer below the bottom of the specified paving shall be of Class A or B stone, compacted in six-inch (6") layers to 98% modified Proctor.
- S. Along the length of all pipeline and duct trenches, impervious dams, or bulkheads of clay thirty-six (36") in thicknesses or concrete twelve-inch (12") in thickness shall be constructed in the trench bottom at three-hundred-foot (300') intervals or at manholes and structures, whichever is less, to obstruct the free flow of groundwater after construction is completed. Provide impervious dams at all points where a pipe trench enters an excavated area where a permanent underdrain system is installed.
- T. Do not over-excavate. If specified trench widths are exceeded, Contractor shall adhere to Section 3.6 H. Contractor's Geotechnical Engineer and Owner's Representative may require installation of stronger pipe or special installation procedures at no additional cost to Owner.
- U. Water line trenches shall be excavated to avoid high points requiring the installation of vacuum and relief valves below the frost line.
- V. Cutting and removing existing pavements where required shall be done in neat lines and in accordance with 3.6.3 A of this Section.
- W. Do not backfill over utility lines which have not passed required testing or inspections including the Contractor's Geotechnical Engineer's inspection of the subsurface has not been done and or other Inspections, testing and regrading locations of subsurface

utilities is not accomplished.

- X. Contractor is to continue to backfill all trenches with suitable fill material in 6-inch lifts immediately after the pipe is laid or bedded as described in items 3.6 I, J and K above using suitable soils and adhering to the backfilled requirements of paved or unpaved areas. Compact trenches backfill with portable compaction equipment.
- Y. If sufficient suitable excavated material is not available on site, provide sufficient and suitable borrow material for backfill (See Paragraph 2.3 of this Section).
- Z. Backfill from twelve inches (12") above the pipe to finish grade shall be as follows:
  - 1. Trenches in areas not to be paved may be backfilled and compacted by methods of Contractor's choice. Compact backfill to 95% Standard Proctor Density. Refill the trench as often as required to maintain the design elevation at proper grade.
  - 2. Trenches in areas to be paved and in areas beneath proposed structures shall be backfilled with granular material.
  - 3. Compact backfill to 98% Standard Proctor Density with top 12 inches compacted to 100% Standard Proctor Density or as specified by Geotechnical Report.
  - 4. Compact backfill further, if necessary, either by leaving the backfilled trench open to traffic while maintaining the surface or by the use of compaction equipment as required.
  - 5. Refill settlement in trenches with material acceptable to Contractor's Geotechnical Engineer and continue such maintenance until pavement placement is authorized by Contractor's Geotechnical Engineer and Owner's Representative.
- AA. Fill and backfill materials shall not be placed on frozen surfaces, or surfaces covered by snow or ice. Fill and backfill material shall be free of snow, ice and frozen earth.
- BB. Utility Trenches:
  - 1. Excavate trenches to a maximum width equal to pipe diameter plus 2'-0" for pipes 30" diameter and smaller; 2'-6" plus pipe diameter for pipe exceeding 30" diameter. Minimum excavation width shall be 3'-0". Do not over-excavate. If specified trench widths are exceeded, Engineer may require installation of stronger pipe or special installation procedures at no additional cost to Owner.
  - 2. The bottom of trenches, when in rock, shall be excavated a minimum of 6" below required bottom of pipe, refilled with fill material free of rock larger than 3" in any dimension, and compacted to bedding level to provide uniform bearing and support along the length of each pipe section.
  - 3. Pipe shall be carefully bedded in soil foundation. See paragraph 3.10.
  - 4. Water line trenches shall be excavated to avoid high points requiring the installation of vacuum and relief valves below the frost line.
  - 5. Cutting and removing existing pavements where required shall be done in neat lines.

## CC. Proof-rolling:

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

## 3.9 EXCAVATION EMBANKMENT AND BRACING

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



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

### 3.10 BEDDING

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

### 3.11 TRENCH BACKFILLING

- A. Do not backfill over utility lines which have not passed required testing or inspections including:
  1. Contractor's Geotechnical Engineer inspection of subgrade.
  2. Inspections, testing and regrading locations of subgrade utilities.
- B. Backfill all trenches and excavations immediately after the pipe is laid using suitable

soils:

1. If sufficient suitable excavated material is not available on site, provide sufficient and suitable borrow material for backfill. See Paragraph 2.3 of this Section.
2. Backfill from 18 inches above the pipe to grade shall be as follows:
  - a) Trenches in areas not to be paved may be backfilled and compacted by methods of Contractor's choice. Compact backfill to 90% Standard Proctor Density. Refill trench as often as required to maintain the design elevation at the proper grade.
  - b) Trenches in areas to be paved and in areas beneath proposed structures shall be backfilled with granular material. Compact backfill to 95% Standard Proctor Density with the top 12" compacted to 98% Standard Proctor Density or as specified by the Geotechnical Report. Compact backfill further, if necessary, either by leaving the backfilled trench open to traffic while maintaining the surface or by the use of compaction equipment as required. Refill settlement in trenches with material acceptable to the Contractor's Geotechnical Engineer and continue such maintenance until pavement placement is authorized by the Owner's Representative.

### 3.12 FILLING

- A. Preparation of Surface to Receive Fill (Reference and follow the Contractor's Geotechnical Engineer's recommendations in his report)
  1. Remove vegetation, topsoil, debris, unsuitable soil materials, obstructions, and deleterious materials from ground surface prior to placement of fill. Break up (and periodically cut benches into) sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
  2. Surfaces to receive fill material shall be inspected and approved by Contractor's Geotechnical Engineer.
  3. When existing ground surface has density less than that specified for particular area classification, break up the ground surface, pulverize, moisturize soil to optimum moisture content, and compact to required depth and percentage of maximum density.
  4. Subgrade shall be proof-rolled with a heavily loaded 18-20 ton dual tandem dump truck, scraper, or similar rubber-tired equipment in the presence of the Owner and/or Owner's representative. Contractor's Geotechnical Engineer will be called in if a problem is encountered.
  5. Proof-rolling shall be performed in two mutually perpendicular directions, with at least two passes in each direction.
  6. Areas which exhibit signs of instability that cannot be stabilized with further compaction shall be undercut to a suitable grade and backfilled with structural fill.
- B. Benching should be made periodically; create an eight foot to ten foot (8'-10') wide

bench for each two vertical foot (2 VF) of fill placed. Insure stable interface between old fill and newly placed fill.

- C. Place fill materials in layers not more than six inch (6") loose depth. Before compaction, moisten or aerate each layer to provide the optimum moisture content plus or minus 2%, or as specified in soils report. See paragraph 3.11 below for compaction requirements of fill. Do not place backfill or fill material on muddy, frozen surfaces or surfaces containing any frost or ice. Compaction shall be inspected by Contractor's Geotechnical Engineer.
- D. No soil found on the site or transported to the site which is contaminated with material containing asbestos, PCB's, radon, gasoline, fuel oil or other fossil fuels shall be used for fill, backfill, or planting topsoil. Any contaminated soil found on the site shall be removed and disposed of in a manner approved by the appropriate regulatory agencies.

### 3.13 GRADING AND FILLING AROUND TREES

- A. Obtain a copy of City of Dacula Tree Preservation Standards which are hereby made a part of these Specifications; and follow all pertinent guidelines regarding Grading and Filling operations at or near Tree Save Areas as illustrated on Drawings.
- B. Maintain existing grade within Critical Root Zone (CRZ) of trees unless otherwise indicated.
- C. Where existing grade is above new finish grade illustrated around trees, hand excavate within drip line to new grade. Cut exposed roots approximately 3" below elevation of new finish grade. Employ a tree surgeon to recommend procedures such as pruning of branches and stimulation of root growth. Provide subsequent maintenance during the contract period as recommended and long-range maintenance procedures to be followed after completion of construction operations.
- D. Raising Grades
  1. Where existing grade is 4" or less below elevation of finish grade illustrated, provide fill using stockpiled topsoil. Use topsoil as specified. Place topsoil in single layer and do not compact.
  2. Where existing grade is more than 4" but less than 8" below elevation of finish grade illustrated, place a layer of drainage fill on existing grade prior to placing topsoil. Place fill against trunks of trees to an elevation of approximately 2" above finish grade and extending not less than 18" from tree trunk on all sides. For balance of area within drip line perimeter, place drainage fill to an elevation 4" below finish grade and complete fill with a 4" layer of topsoil. Do not compact stone or topsoil layers.

### 3.14 COMPACTION

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

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

### 3.15 FINISH GRADING

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

## 3.16 GRADE MAINTENANCE

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

## 3.17 FIELD QUALITY CONTROL

- A. Contractor's Geotechnical Engineer shall be notified by Contractor of the progress of work under this section on a continuing basis so that necessary field soil engineering and testing services may be provided during site preparation, excavation, fill placement and foundation phases, if required by Owner. Do not proceed with additional portions of work until results of previous phases have been verified.
- B. Contractor's Geotechnical Engineer will verify that all existing fill, topsoil, soils containing organic matter and all other undesirable materials are removed and only engineered fill is placed over suitable subgrade soils.
- C. If, during progress of work, tests indicate that compacted materials do not meet specified requirements, remove defective work, replace, and retest at no additional cost to Owner.
- D. Ensure compacted fills are tested before proceeding with placement of surface materials.
- E. Contractor's Geotechnical Engineer will observe all "benching" operations as fill placement progresses to the existing slopes.
- F. Contractor's Geotechnical Engineer will observe the foundation construction as directed by Owner and determine the adequacy of bearing surfaces prior to construction of foundations.
- G. Contractor's Geotechnical Engineer will make all tests of backfill materials to determine their suitability for compaction and will observe the placing of backfill as directed by Owner.
- H. Contractor's Geotechnical Engineer and the Owner's Representative shall have the power of rejection of materials, equipment, or operating procedures of the backfilling operation. Contractor shall replace, rework or correct work which does not meet the Specifications as directed by Contractor's Geotechnical Engineer and/or Owner's Representative at no cost to Owner.
- I. Contractor shall be responsible for notifying the Contractor's Geotechnical Engineer at

least 24 hours prior to the time when testing will be required.

- J. Additional tests on completed fill may be authorized by Owner. If such tests indicate failure to meet the Specifications, the costs of these tests and subsequent retests will be paid by the Contractor. Otherwise, the costs of these tests will be paid by Owner.
- K. In-place density tests shall be performed by the Contractor's Geotechnical Engineer according to the following requirements:
  - 1. In the general building area, conduct one test for every 2,500 square feet for each two feet of depth.
  - 2. At wall and trench backfill areas, conduct one test for every 50 lineal feet for each two feet depth.
  - 3. In all cases, a test is required within the top foot of fill.
  - 4. Sidewalks - One test for each two-foot lift of each 5,000 sq. ft. of area.
  - 5. General area of fill - One test for each two-foot lift of each 10,000 sq. ft. of area.

End of Section

## SECTION 02 270

## SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

## 1.1 SCOPE

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

## 1.2 SUBMITTALS

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

## 1.3 PROJECT CONDITIONS

- A. Furnish and install all control measures prior to or concurrent with any land disturbance activity. The Contractor is responsible for the initial provision and installation all control measures and then the continued provision and installation of all measures throughout all construction operations and all sequences of construction operations.



- B. Schedule grading operations to allow permanent erosion control to take place in the same construction season. Avoid or minimize exposure of soils to winter weather. Maintain all controls until vegetative cover has been established.
- C. Construct and maintain temporary control measures until such time as permanent measures are effective in control of erosion, sediment, and pollution from the site. Extent of measures shall be responsibility of Contractor.
- D. Stop all erosion, sediment, dust, or other pollution from leaving the site and encroaching on downstream or surrounding properties.
- E. Temporary grassing shall be applied to all disturbed areas left idle for 72 hours.
- F. Contractor is responsible for all quantities of all BMPs regardless of if shown on the ESPC Drawings or not. The extent of soil erosion control measures shown on the ESPC should be considered minimum.

#### 1.4 QUALITY CRITERIA

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

### PART 2 – PRODUCTS

#### 2.1 FILTER FABRIC

- A. Filter fabric for silt fences shall be a 36" Georgia DOT approved pervious sheet of synthetic polymer filaments non-woven from continuous filaments with wire fence backing. Filter fabric shall be of type recommended by its manufacturer for the intended application. The filter fabric shall meet the following requirements:

1. Minimum average thickness: 30 mil (by ASTM D1777).
2. Air permeability: 250 to 550 C.F.M./Sq. Ft.
3. Minimum grab strength: 110 lbs. (by ASTM D1682).

## 2.2 FILTER STONE

A. Aggregate filter shall conform to following gradations:

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

## 2.3 STONE FOR EXIT/ENTRANCE PAD

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

## 2.4 EROSION CONTROL MATTING

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

## 2.5 SYNTHETIC POLYMERS

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

- D. Contractor shall furnish and install as necessary a minimum 200 lbs. of erosion control polymer for incidental "touch-up" or point source erosion areas."
- E. Furnish two (2) forms of synthetic polymer:
  - 1. Emulsion polymer for hydro seeder application with an active strength of 30%.
  - 2. Powder polymer for hand spreading with an active strength of 95%.

## 2.6 RIP RAP

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

## PART 3 - EXECUTION

### 3.1 TEMPORARY EROSION CONTROL DEVICES

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

### 3.2 SEDIMENTATION FACILITIES

- A. Construct temporary sedimentation facility prior to or concurrent with rough grading of site. Permanent sedimentation control measures shall be constructed concurrently with fine grading or partial fine grading of site and vegetative stabilization. Direct surface water into completed portions of sedimentation facility.
- B. Maintain temporary sediment traps around at all drainage structures (both on-site and/or off-site) until permanent vegetative cover has been established to prevent washing of sediment into public storm drainage system. Utilize "pigs-in-a-blanket" temporary sediment traps at all completed or partially completed single wing or double wing catch basins, drop inlets, and yard inlets.
- C. Flush drainage lines between manholes and drainage structures as required during construction and after establishment of permanent erosion control measures to remove collected debris.
- D. Install rip rap at all locations indicated on the ESPC or other drawings as soon as feasible. It shall be reasonably well-graded granite stone sized from smallest to maximum size specified. Stones smaller than smallest size specified is not permitted. Control gradation of rip rap by visual inspection to assure thickness of rip rap conforms with the contract document requirements. Provide geotextile filter fabric under rip rap.
- E. After land disturbance operations of any kind, survey the sediment facility and determine that sediment volume that is available. If specified volume is not available, disassemble control measures, excavate sediment from facility and install control measures. Dispose of excavated sediment from facility, spread over slopes in accordance with contours shown on the Grading and Drainage Plan and stabilize facility with permanent vegetation. Prepare and submit a certified statement of correct sediment facility volume. Do not dispose of any excavated sediment into any drainage way which might lead said material off-site onto adjacent downstream properties.
- F. The existing creeks and ponds shall not be used in any manner for Erosion, Sediment or Pollution Control measures. Protect same from all erosion, sediment or pollutants of any kind.

### 3.3 GROUND COVER

- A. Protect all exposed soils with mulching (temporary measure) and vegetative ground cover (permanent measure).
- B. Install "Curlex", "Bon Terra CS2" or "Ero-Mat" by Verdyol blanket on all slopes greater than 3:1 along with vegetative cover unless otherwise indicated on the ESPC.

- C. Temporary Seeding consists of ground cover of temporary plant material on all graded areas which will not receive final grading or permanent planting within three (3) days.
- D. All grassing or planting operations shall include mulching as stabilization until ground cover by planting is effective.
- E. Reseed as required until full vegetative coverage is established.

### 3.4 MAINTENANCE

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

### 3.5 REMOVAL OF TEMPORARY EROSION CONTROL DEVICES

- A. As soon as permanent vegetative cover is established, Contractor shall remove temporary devices, including sediment barriers, berms, silt traps and similar devices. Contractor to remove retrofit structure and clean out all accumulated silt and debris in detention ponds to restore finished grades indicated on the ESPC.
- B. Contractor shall remove all excess silt from behind all silt fences and other filter devices and utilize it to repair erosion features if necessary. If silt is not needed for repairs, it shall be removed from the site by the contractor.
- C. Contractor shall remove silt fence in such a manner as to minimize damage to surrounding vegetative cover. All fence fabric, wire and posts shall be removed completely, and removed from the site.
- D. All disturbed areas created by removal of silt fence shall be immediately fine graded, stabilized and seeded with permanent grass to match surrounding areas. All rocks and debris shall be removed from the site. Stabilization of disturbed areas may require the use of a "geo-jute" fabric to prevent erosion and allow for mowing of same area. Erosion control fabrics with netting that will be entangled in mowers may not be acceptable in areas where mowing will occur. In the event seasonal considerations prevent establishment of permanent grass, Contractor shall establish temporary grass and return the following season to establish permanent grass.
- E. Remove all debris resulting from temporary erosion control from project site.

- F. Control dust from disturbed areas by means of mulching, irrigation, calcium chloride or other method subject to the Civil Engineer's review.
  
- G. Should site conditions dictate that it is not prudent to remove all temporary erosion control devices at the time of Contractor demobilization; the Contractor must remobilize personnel and equipment to complete removal as soon as conditions allow. The Contractor will be responsible for the complete and timely removal of all temporary erosion control devices as soon as adequate permanent vegetative cover is established.

End of Section

## SECTION 02 514

## SITE CONCRETE

PART 1 - GENERAL

## 1.1 SCOPE

- A. Site Concrete work may be required by the Contractor only if damage to curb & gutter, driveway aprons, and/or storm catch basin tops are damaged during construction. This section consists of furnishing and installing Portland cement concrete for any site improvements to repair damaged areas illustrated on the drawings which may include curb & gutter, driveway aprons, and any other concrete as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings.

## 1.2 SUBMITTALS

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

## 1.3 PROJECT CONDITIONS

- A. Installation shall comply with all state and local laws, ordinances, rules and regulations.
- B. Contractor shall obtain all required permits prior to start of construction.
- C. Survey and maintain all benchmarks, monuments, and other reference points, and if disturbed or destroyed, replace by registered Georgia land surveyor at no cost to Owner.

- D. Provide proper drainage during construction in a manner to prevent damage to the work, adjoining structures and adjoining and downstream property.
- E. Patching parts of a section of work between joints shall not be permitted. Remove and replace entire damaged sections when matching existing work.

#### 1.4 QUALITY CRITERIA

- A. All work and materials shall conform to the applicable standard specifications for roadway construction of the Georgia State Department of Transportation where the construction occurs.
- B. All work shall be performed in accordance with ACI 301.

#### 1.5 GUARANTEE

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

### PART 2 - PRODUCTS

#### 2.1 BASE COURSE MATERIALS

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

#### 2.2 CONCRETE

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



### 2.3 REINFORCING STEEL

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

### 2.4 JOINT MATERIALS

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

### 2.5 CURING AND SEALING MATERIALS

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

### 2.6 FORM MATERIALS

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

## PART 3 - EXECUTION

### 3.1 INSPECTION

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

### 3.2 PREPARATION

- A. Contractor shall submit to Owner's Representative for review all materials to be used in the base and pavements.
- B. Contractor shall repair subgrade as necessary to provide uniform surfaces.

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

### 3.3 INSTALLATION OF CONCRETE CULVERT AND DRIVEWAY APRONS

- A. Place reinforcement in accordance with Performance Specification and secure by means of chairs, clips, etc. as necessary.
- B. Excavate drain pockets for all weep holes, if any and fill with coarse aggregate. Provide pipes, sleeves, or formed openings as indicated in Performance Specification.
- C. Place concrete in a manner to avoid segregation. Spread to the full width and depth of forms and bring to grade by screeding and straight edging.
- D. Give aprons a heavy broom finish with smooth trowel edges as shown on the drawings. Final surface shall not vary from a true plane by more than 1/4 inch in 10 ft. Provide sealer for all sidewalks and apply in accordance with manufacturer's recommendations.
- E. Workmanship and appearance shall be of the highest quality.
- F. Provide joints as shown on the Drawings.

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- G. Provide proper curing for the sidewalks using liquid curing/sealing compound.
- H. Thoroughly clean all joints immediately prior to sealing and acid and/or pressure wash concrete prior to sealing as directed by Owner's Representative. Apply sealant as soon as possible after required curing period of concrete. Prohibit traffic on sealed surfaces until sealer has cured.

#### 3.4 CLEANING

- A. Curb & Gutter and Concrete Driveway Aprons shall be acid washed and/or pressure washed at substantial completion by Contractor if required by Owner's Representative to achieve the desired appearance. Only required if damaged by Contractor due to tracking, repaving, and/or tack coat applications.

End of Section

## SECTION 02 547

## BITUMINOUS SURFACING

PART 1 - GENERAL

- 1.1 DESCRIPTION: Work described in this section includes, but is not limited to providing asphalt tack coat, asphalt binder and surface course for asphalt milling and repaving for all streets within Brookton North Subdivision and Willams Farm Drive. Also includes milling and asphalt pavement for deep patch milling and standard edge milling. Furnishing and installing paving courses normally incidental to paving operations is also included.
- 1.2 QUALITY ASSURANCE
- A. Reference Specifications: "Standard Specifications for Construction of Roads and Bridges", 1983 edition, Department of Transportation, State of Georgia and "Supplemental Specifications for Road and Bridge Construction" which modify the 1983 regulations.
- B. Requirements of Regulatory Agencies: Comply with applicable codes, ordinances, rules, regulations, and laws of local, municipal, state or federal authorities having jurisdiction, the Georgia DOT and City of Dacula Development Regulations.
- C. Pavement area shall be inspected by Owner and Owner's Representative. Contractor shall correct any deficiencies in material makeup, strength, or quantities revealed.
- D. Recycled asphaltic concrete must be approved by City of Dacula before it is allowed to be used on any projects for either binder or top course.
- 1.3 SUBMITTALS
- A. Submit manufacturer's data, reports, and material certifications as required to certify compliance with the specifications.
- 1.4 JOB CONDITIONS
- A. Grade Control: Establish and maintain required lines and elevations. Minimum slopes leading to catch basins on curb inlets shall not be less than 1" in 8' (1.04%).
- B. Contractor shall build up centerline of road with new asphalt pavement to create new crown in road sloping from centerline to curb & gutter.

- C. Utility Installations: No paving work shall be started until all utility installations which will be covered by pavement have been completed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Paving Base Course: Crusher run grade aggregate consistent with the Reference Specifications, Paragraph 3.2 A, compacted to 95 % Proctor. Aggregate shall be crushed stone consisting of hard durable rock fragments free from clay and reasonably free from flat, elongated, or soft pieces of organic matter. It shall be graded 2" and down, if required.
- B. Materials for hot mix asphaltic concrete construction to be as given in Reference Specifications, Paragraph 400.02 of the Georgia D.O.T. Standard Specifications.
  - 1. Materials: Bituminous concrete materials shall meet the following gradation specifications:

<u>SEIVE SIZE</u>	PERCENT 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

- A. Contractor shall proof-roll sub-grade in the presence of the Owner prior to installing

base course material. The sub-grade if required due to unsuitable materials being present shall be cleared of all rocks, loam, debris, vegetation, roots, and foreign matter, to a depth of 12 inches below its finish grade.

- B. Contractor shall protect the sub-grade from damage and maintain it in a smooth, compact, and rut-free condition until the base course has been placed.

3.2 PAVING BASE COURSE

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

3.3 BITUMINOUS PAVING

- A. Bituminous paving shall be hot mix asphaltic concrete construction conforming to Sections 400.01, 400.03, 400.04, 400.05, 400.07, 400.08, of the Georgia D.O.T. Standard Specifications except that Section 400.04 shall be modified as follows: The job mix formula shall be submitted by Contractor to Owner's Representative for his approval, and such approval does not relieve Contractor of his responsibilities for adequacy and warranty of the paving.

3.4 BITUMINOUS PRIME

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

3.5 PAVING THICKNESSES SHALL BE AS FOLLOWS

- A. All areas of Standard Edge Milling and Asphalt Repaving shall receive (Standard Edge Milling to be performed first, then Deep Patch Milling completed before repaving):

Minimum Thickness

1. Asphalt Edge Milling.....2-1/2" at gutter tapered out to zero near centerline of road
2. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
3. 'D' Mix (Metro-Flex or equivalent 'D' Mix) Asphalt Course ..... 1"
4. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
5. Type 1 – 'F' Mix (9.5 mm) Asphalt Surface Course ..... 1-1/2"

- B. All areas of Asphalt Milling and Repaving for Deep Patch Milling as marked by orange paint in the Field by the City and/or City’s Representative shall receive:

Minimum Thickness

- 1. Asphalt & Subgrade Deep Patch Milling ..... 4"
- 2. 25 mm Asphalt Binder Course ..... 4"
- 3. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 4. ‘D’ Mix (Metro-Flex or equivalent ‘D’ Mix) Asphalt Course ..... 1"
- 5. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
- 6. Type 1 – ‘F’ Mix (9.5 mm) Asphalt Surface Course ..... 1-1/2"

- C. ‘D’ Mix (Metro-Flex) Asphalt Course or equivalent ‘D’ Mix is required. 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 if crown exists in existing condition. Maintain existing cross slope of all roads. See asphalt details as illustrated on the Drawings.

3.6 ASPHALT PAVEMENT DEEP PATCH:

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

3.7 BITUMINOUS TACK COAT

- A. Apply asphalt tack coat to existing asphalt deep patch areas and binder course prior to installing new “D’ Mix Asphalt Course and to new “D’ Mix Asphalt Course or Binder Course immediately prior to spreading Asphalt Surface Course materials.
- B. Quantity:
  - 1. Apply from 0.05 to 0.15 gallons per square yard of surface to be covered as directed by Engineer.
  - 2. Emulsified asphalt shall be diluted with an equal part of water.

C. Application:

1. Apply tack coat by means of a bituminous distributor so that a uniform distribution is obtained at all points.
2. Apply tack coat on each layer of the binder course and allow tack coat to cure before placing the succeeding course.
3. Apply tack coat only as much pavement as can be covered with asphalt aggregate mixture in the same day.

3.8 MAINTENANCE

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

End of Section



## SECTION 02 580

## TRAFFIC PAVEMENT MARKINGS

PART 1 - GENERAL

## 1.1 SCOPE

- A. All traffic markings as indicated on the Drawings shall be included in the Construction contract. Traffic markings shall match existing conditions and those added to scope of the project.
- B. The scope of pavement markings includes:
  - 1. Thermoplastic Stop Bar Striping at Willams Farm Drive and Hwy 316 if existing stop bar is removed by paving operations. Also, install stop bar striping at Hannah Court and Torrey Place intersections with Williams Farm Drive.
  - 2. If existing roads have any other paint markings, then Contractor shall stripe and paint to match existing condition.

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

## 1.2 SUBMITTALS

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

## 1.3 PROJECT CONDITIONS

- A. Provide adequate barricades, etc. to protect the work.
- B. Perform all work in a neat and workmanlike manner and protect all property From spillage or splash of paint.

## PART 2 - PRODUCTS

### 2.1 GENERAL

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

### 2.2 PAINT/THERMOPLASTIC

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

## PART 3 - EXECUTION

### 3.1 INSPECTION

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

### 3.2 PREPARATION

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

### 3.3 APPLICATION

- A. Obtain review of site conditions and materials from the Architect prior to application of pavement markings.

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

### 3.4 CLEAN-UP

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

End of Section

## SECTION 02 930

## LAWNS AND GRASSES

PART 1 - GENERAL

- 1 DESCRIPTION: Work described in this section consists of the establishment of permanent grassing of 100% of all areas disturbed or damaged by paving operations and storage of equipment, outside of those areas covered by pavement as indicated in Section 01 000, Project Scope & Performance Specification and on Construction Drawings.

PART 2 - PRODUCT

- 2.1 FERTILIZER: Fertilizer shall be 19-19-19 grade, uniform in composition, free flowing for application with spreading equipment, delivered to the site in bags or other containers, each fully labeled, conforming to the State fertilizer laws, and bearing the name, trade name, or trademark, and warranty of the producer. Engineer shall be furnished with duplicate copies of invoices for all fertilizer used on the project.
- 2.2 LIME: Ground limestone containing not less than 85% carbonates; 50% passing 100 mesh sieve and 90% passing 20 mesh sieves.
- 2.3 GRASS SEED: Shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of Invitation of Bids. Seed shall be furnished in sealed standard containers unless exception is granted in writing by Engineer. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed shall be guaranteed 92% germination.
  - A. Kentucky 31 Fescue (*Fescuta Elatior*). Seed: Fresh, clean, new seed testing 98% for purity and 85% for germination. September 15 - May 15.
  - B. Common Bermuda (*Cynolon Dactylon*) Seed: Fresh, hulled, clean, new seed testing 98% for purity and 85% for germination. May 15 - September 15.
- 2.4 SOD: Sod replacement is required in yard and ditch regrading areas in front of property owner's yard where Sod is visibly established. Contractor shall replace Sod in kind and match existing condition.
  - 2.4.1. WATER: Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and other watering equipment required for the work.

- 2.6 HYDROMULCH: Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:
- A. Percent moisture content: 9.0% ( $\pm 3, 0\%$ ).
  - B. Percent organic mater: 99.2% ( $\pm 0.8\%$ ).
  - C. Percent ash content: 0.8% ( $\pm 0.2\%$ ).
  - D. pH: 4.8 ( $\pm 0.5$ ).
  - E. Water holding capacity: 150 grams water/100 grams fiber, minimum.

### PART 3 - EXECUTION

- 3.1 FERTILIZER: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre, plus 1-ton agricultural lime per acre two (2) days prior to seeding, over the areas to be grassed, and shall be incorporated into the soil to a depth of at least 3 inches by disking or harrowing. The incorporation of fertilizer may be part of the tillage operation specified above. Undulations in the surface as a result of tillage or fertilizing shall be smoothed.
- 3.2 Approximately 4 weeks after seeding and when grass coverage has been established, apply 1 to 1 ½ pounds of ammonium nitrate per 1,000 square ft. to all seeded areas and immediately water using a fine spray. At the end of the maintenance period and prior to final inspection, apply 10 lbs. of specified fertilizer per 1,000 sq. ft. and water immediately.
- 3.3 SEED: Seed shall be Fescue or Bermuda. Method of seeding shall be hydro seeding or broadcast at Contractor's option; however, the method selected shall be a part of his erosion control plan.
- 3.4 BROADCAST SEEDING:
- A. If conditions are such, by reason of drought, high winds, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, Contractor shall stop the work, and work shall be resumed only when conditions are favorable again or when approved alternate or corrective measures and procedures have been put into effect. If inspection during seeding operations or after there is a show of green indicates that strips have been left, or skipped, Contractor shall sow additional seed on these areas.
  - B. Seeding shall be at the rate of 10 pounds per 1,000 sq. ft. for Fescue or 5 pounds per 1,000 sq. ft. for Bermuda.

- C. Seed shall be broadcast either by hand or approved sowing equipment. The seed shall be uniformly distributed with the sower moving in one direction, and the remainder shall be sown with the sower moving at right angles to the first sowing. The seed shall be covered to an average depth of 1/4 inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or another 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

24-0806

LAWNS AND GRASSES

02 930-4

areas, regardless of cause, shall be immediately repaired and reseeded. Protect all lawn areas from pedestrian or vehicular traffic.

3.9 GUARANTEE AND ACCEPTANCE:

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

End of Section

## **APPENDIX**

*for*

City of Dacula

Brookton North Subdivision  
Asphalt Milling and Repaving Project

- Asphalt Core Report by Atlas Technical Consultants, LLC.
- Project Drawings dated 10-28-2024.





3000 Northfield Place, Suite 1100  
Roswell, Georgia 30076  
(770) 752-9205 \* FAX (770) 752-0890

September 27, 2024



442 Harbins Road, PO Box 400  
Dacula, Georgia 30019

Attention: Ms. Brittini Nix, AICP

Subject: **Pavement Evaluation**  
Brookton North Subdivision (Williams Farm Drive, Hannah Court, Torrey Place)  
Dacula, Georgia  
Atlas Project No. 19168

Dear Ms. Nix:

Atlas Technical Consultants LLC has completed the pavement evaluation services for the Brookton North Subdivision in Dacula, Georgia. Work was performed in general accordance with Atlas proposal 24-09494, dated September 13, 2024.

We understand you are planning pavement improvements to Williams Farm Drive, Hannah Court, and Torrey Place in the Brookton North Subdivision located in Dacula, Georgia. Atlas has been contracted to perform coring of the pavement at 13 predetermined locations. The attached Site and Core Location plan illustrates the approximate locations of the cores. Once the asphalt was cored, the core and basestone thicknesses were measured, and the holes were patched with asphalt cold patch. The following chart summarizes the thickness of the asphalt and underlying basestone.

**Summary of Asphalt and GAB Thickness**

Core Location	Asphalt Thickness (in)	GAB Thickness (in)
C-1	1.875	4.0
C-2	2.0	5.25
C-3	5.125	3.0
C-4	4.25	3.25
C-5	3.5	3.0
C-6	4.75	15.0
C-7	4.0	11.0
C-8	4.75	8.75
C-9	1.5	5.5
C-10	1.875	10.0
C-11	2.0	9.5
C-12	1.625	6.0
C-13	2.0	8.5

We have assumed that these roads will be repaved and will be milled down prior to placing new asphalt. If during the milling process the existing asphalt is completely removed, we recommend proofrolling the exposed subgrade to verify that subgrade conditions are adequate for asphalt placement. Any areas that exhibit excessive movement, pumping or rutting should be remediated prior to asphalt placement. The proofrolling should be performed using several passes with a fully loaded tandem axle dump truck under the observation of an experienced geotechnical engineer.

If you have any questions or would like to discuss this report, please feel free to call us at your convenience. It is a pleasure to serve as your geotechnical and construction materials consultants for this project.

Sincerely,  
**Atlas Technical Consultants LLC**




Jonathan P. Sharpe, P.E.  
Senior Registered Engineer



R. Ali Khan, P.E.  
Registered Engineer

Attachments:                      Figure 1: Site and Core Location Plan



<b>LEGEND</b>
 CORE LOCATIONS

<b>FIGURE 1: SITE AND CORE LOCATION PLAN</b>
BROOKTON NORTH SUBDIVIION DACULA, GEORGIA


3000 NORTHFIELD PLACE, SUITE 1100 ROSWELL, GA 30076

DRAWN BY: RK
APPROVED BY: RK
PROJECT NO.: 19168
DATE: 9/19/2024
SCALE: NTS



## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittni Nix, City Administrator  
DATE: November 1, 2024  
SUBJECT: Proposal for hardscape and landscape improvements

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The City of Dacula staff requested a proposal from Bowman Consulting Group Ltd. to design a hardscape and landscape plan for the Administrative Building project. The provided proposal includes a hardscape improvement plan, landscape plan, irrigation plan, and construction administration for \$36,200.

Staff requests approving Bowman's proposal in the amount of \$36,200 for the stated services as provided.





## CHANGE ORDER

Date: October 16, 2024

Bowman Consulting Group Ltd. 4174 Silver Peak Parkway Suwanee, Georgia 30024  Contact: DavidPatterson Email: dpatterson@bowman.com	City of Dacula P.O. Box 400 Dacula, Georgia 30019  Contact: BrittNiNix Email: brittni.nix@daculaga.gov
Project Name: Administrative Building Project/Amphitheater Dacula, Gwinnett County, Georgia 30019	Job #: 200523-01-001 / CO#3 Proposal #: 23-1010

### SCOPE OF SERVICES COVERED BY CHANGE ORDER

Bowman's scope of services and fees only apply to the Phase I development plan

Task	Description	Fee Type	Total
8	<b>Hardscape</b> <ul style="list-style-type: none"> <li>▪ Bowman will provide an overall site Hardscape Improvements Plan that includes all hardscape improvements proposed for the site. Bowman will attend and document up to 3 meetings with the Owner for design review and acceptance. Site improvements include, but are not limited to:               <ul style="list-style-type: none"> <li>▪ Streetscapes and Special Paving</li> <li>▪ Retaining and seat walls</li> <li>▪ Site furnishings</li> <li>▪ Pedestrian Plaza areas</li> </ul> </li> <li>▪ <b>Deliverables will include:</b> <ul style="list-style-type: none"> <li>▪ Detailed and dimensioned hardscape plan enlargements</li> <li>▪ Hardscape installation details</li> <li>▪ Manufacturer product cut sheets and product information / specifications</li> <li>▪ Hardscape specifications as General Notes on the plans</li> </ul> </li> </ul>	Lump Sum	\$14,000.00
9	<b>Landscape</b> <ul style="list-style-type: none"> <li>▪ Bowman will provide an overall Landscape Plan for the proposed site. Bowman will attend and document up to 3 meetings with the Owner for design review and acceptance. Landscape plan deliverables will include, but are not limited to:               <ul style="list-style-type: none"> <li>▪ Landscape enlargement plans</li> <li>▪ Planting Schedule</li> <li>▪ Planting Details</li> <li>▪ Planting specifications as General Notes on the plans</li> </ul> </li> </ul>	Lump Sum	\$8,900.00

<p><b>10</b></p>	<p><b>Irrigation</b></p> <ul style="list-style-type: none"> <li>▪ Bowman will provide an overall Irrigation Plan for the site. The irrigation system will be designed to account for expansion for use in future phases. Irrigation plan deliverables will include, but are not limited to:             <ul style="list-style-type: none"> <li>▪ Detailed irrigation head layout</li> <li>▪ Irrigation schedule</li> <li>▪ Irrigation zone schedule</li> <li>▪ Proposed watering schedule</li> <li>▪ System Critical analysis</li> <li>▪ Irrigation installation details</li> <li>▪ Performance and product specifications as notes on the plans</li> </ul> </li> </ul>	<p>Lump Sum</p>	<p>\$6,500.00</p>
<p><b>11</b></p>	<p><b>Construction Administration</b></p> <ul style="list-style-type: none"> <li>▪ Bowman will provide project Construction Administration Services to include the following, but not limited to:             <ul style="list-style-type: none"> <li>▪ Ongoing OAC meetings throughout the project construction duration</li> <li>▪ Responses to RFIs and Project Submittals</li> <li>▪ Site observations and reports</li> <li>▪ 90% Completion walk through for Hardscape, Landscape and Irrigation with the Contractor and Owner's representative and report</li> <li>▪ 100% Final Acceptance walk-through for Hardscape, Landscape and Irrigation with the Contractor and Owner's representative and report</li> <li>▪ 1-year Final acceptance walk-through and report.</li> </ul> </li> </ul>	<p>Lump Sum</p>	<p>\$6,800.00</p>

**Total Lump Sum Fee     \$36,200.00**

The individual signing this Change Order acknowledges that he or she has received and read the Standard Terms and Conditions of Bowman Consulting Group ("Bowman") and agrees on behalf of the Client, to be bound by them. The individual signing this Change Order states that he or she has the authority to sign on behalf of the Client. Execution of this Change Order by an authorized representative of the Client constitutes authorization to proceed.

**Agreed and accepted by:**

*David Patterson*

**David Patterson**  
Team Lead, Landscape Architecture

**Brittini Nix**  
City Administrator

**BOWMAN CONSULTING GROUP LTD.****SCHEDULE B - HOURLY RATE**

January 2024

<b>CLASSIFICATION</b>	<b>HOURLY RATES</b>
Senior Principal	\$330.00/HR
Principal	\$310.00/HR
Department Executive	\$260.00/HR
Senior Project Manager	\$235.00/HR
Project Manager	\$200.00/HR
Project Coordinator	\$115.00/HR
Senior Surveyor	\$235.00/HR
Engineer I   II   III	\$130.00/HR   \$140.00/HR   \$160.00/HR
Planner I   II   III	\$125.00/HR   \$135.00/HR   \$175.00/HR
Designer I   II   III	\$125.00/HR   \$135.00/HR   \$145.00/HR
CADD Drafter I   II   III	\$ 90.00/HR   \$115.00/HR   \$125.00/HR
Construction Inspector	\$115.00/HR
Landscape Architect I   II   III	\$125.00/HR   \$140.00/HR   \$180.00/HR
Senior Environmental Scientist	\$190.00/HR
Environmental Scientist I   II   III	\$120.00/HR   \$150.00/HR   \$180.00/HR
Right of Way Specialist I   II   III	\$ 96.00/HR   \$115.00/HR   \$140.00/HR
Survey Technician I   II   III	\$105.00/HR   \$125.00/HR   \$145.00/HR
Project Surveyor	\$190.00/HR
Survey Field Crew – 1 Man	\$150.00/HR
Survey Field Crew – 2 Man	\$190.00/HR
Survey Field Crew – 3 Man	\$245.00/HR
3D Scanning Crew	\$285.00/HR
Survey Field Technician	\$100.00/HR
3D/UAV Modeling Technician	\$180.00/HR
UAV Operation	\$320.00/HR
SUE Field Crew - 1 Man	\$155.00/HR
SUE Field Crew - 2 Man	\$200.00/HR
SUE Field Crew - 3 Man	\$260.00/HR
SUE Field Crew - 4 Man	\$295.00/HR
SUE Utility Coordinator	\$200.00/HR
SUE Technician I   II   III	\$120.00/HR   \$135.00/HR   \$160.00/HR
Machine Control Technician	\$270.00/HR
Administrative Professional	\$ 95.00/HR
Remote Sensing Technician I   II   III	\$105.00/HR   \$125.00/HR   \$145.00/HR

Initials: Bowman *D.P.* / Client

Table 1812018 - DEFAULT 2024 Florida/Georgia

## BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to City of Dacula ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. **Scope of Services.** Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.
2. **Standard of Care.** The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.
3. **Payment Terms.** Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:
  - a. If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem



Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

- b. If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.
- 4. Retainer and Other Payments.** Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.
- 5. Client Duties and Responsibilities.** Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees

associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

- 6. Insurance.** Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.
- 7. Potential Liability of Bowman.** The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

  - a. Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.
  - b. Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.
  - c. To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

- d. Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder, except for any negligent acts performed by such individuals.
- 8. Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.
- 9. Conflict Resolution and Applicable Law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Atlanta, Georgia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state courts located in Georgia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.
- 10. Ownership of Documents and Other Rights of Bowman.**
- a. All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim,

liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

- b. Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

**11. Modification.** From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

**12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

**13. Limits of Scope.**

- a. Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.
- b. Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client

desires greater accuracy as to construction costs it should engage an independent cost estimator.

- c. Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.
  - d. Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.
  - e. Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.
  - f. Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.
- 14. Fees by Hourly Rate Schedule.** If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be

charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

- 15. Covenants Benefiting Third-Parties.** Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.
- 16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the foregoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.
- 17. Termination.** Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (c) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.
- 18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or

other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

- 19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group, Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, Virginia 20191  
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman *D.P.* / Client



## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittni Nix, City Administrator  
DATE: November 1, 2024  
SUBJECT: Sanitation truck purchase

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In August of 2022, the City Council consented to staff ordering a new sanitation truck for the Public Works Department. The original quote in 2022 was for \$249,769. As such, \$250,000 has been allocated within the Sanitation Fund of all subsequent City of Dacula fiscal year budgets for said purchase.

Peach Tree Truck Centers anticipates that the sanitation truck will be ready for pickup early to mid-December. The final quote for a 2025 Freightliner M2112 with 32 Yard Rear Loader is \$264,098.86.

Staff recommends finalizing the purchase of the new sanitation truck and authorizing the City Administrator to execute any necessary documents.







**Peach State Truck Centers**

6535 Crescent Drive  
Norcross GA 30071  
Phone: (770) 449-5300

**BUYERS ORDER**

Date: 10/08/202 *Item 9.*  
Quote #: DE-26624  
Type: Cash  
Salesperson: Joshua Little  
PO #:

Bill To: 63403  
CITY OF DACULA  
442 HARBINS ROAD  
DACULA GA 30019  
P:(770) 963-7451

Ship To:  
CITY OF DACULA  
442 HARBINS ROAD  
DACULA, GA 30019

<b>Stock#: 300805</b>	<b>VIN: 1FVHC5DV8SHVV2710</b>	<b>New 2025 FREIGHTLINER M2112</b>	<b>Price:</b>	<b>\$129,819.00</b>
		32 YARD REAR LOADER		\$131,467.00
		1% STATE CONTRACT FEE		\$2,612.86
			<b>Total Price</b>	<b>\$263,898.86</b>
			Dealer Service Fee	\$200.00
			<b>Total</b>	<b>\$264,098.86</b>

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Manager

## ADDITIONAL CONDITIONS

Item 9.

The following "Additional Conditions" are an integral part of the Agreement and, together with the terms on the front hereof, constitute binding obligations of the parties hereto.

1. Whenever used in this Agreement: (i) "Seller" shall mean the dealer named as "Seller" on the front page hereof; (ii) "Purchaser" shall mean the party named as "Purchaser" on the front page hereof; (iii) "Purchased Vehicle" shall mean the motor vehicle (or vehicles) described on the front page hereof to be purchased from Seller pursuant to this Agreement; (iv) "Manufacturer" shall mean the corporation that manufactured the Purchased Vehicle [or chassis] purchased hereunder; (v) "Lien" shall mean any mortgage, pledge, deed to secure debt, title retention agreement, or other security interest or encumbrance of any kind; and (vi) "Trade-in Vehicle Expenses" shall mean and include (A) all costs that Seller has incurred to [store], insure, repair, condition or advertise any trade-in vehicle and (B) any Lien payoff made by Seller in connection with such trade-in vehicle.
2. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Purchased Vehicle for the price set forth on the front page hereof. Purchaser agrees to pay to Seller such purchase price in full in cash on or before the delivery date. Purchaser shall not acquire any right, title or interest in or to the Purchased Vehicle until either [(i)] Seller has received in cash the full purchase price of the Purchased Vehicle or [(ii) **Seller has received a signed deferred payment agreement fully satisfactory to Seller.**] If for any reason the Purchase Vehicle is delivered to Purchaser prior to receipt by Seller of such full cash payment, then Purchaser (a) hereby grants to Seller a security interest in the Purchased Vehicle to secure any unpaid portion of such purchase price and (b) authorizes Seller to take such actions and to execute such documents on behalf of Purchaser as may be necessary to enable Seller to obtain a perfected security interest in or Lien on the Purchased Vehicle, (c) appoints Seller as Purchaser's attorney-in-fact to execute, deliver and/or file such documents and (d) agrees that Seller shall have the rights of a secured party with a perfected security interest under the Uniform Commercial Code and/or any applicable state title perfection statute.
3. In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is increased by Manufacturer prior to delivery of the Purchased Vehicle to Purchaser, Seller reserves the right to increase the price of the Purchased Vehicle to be charged to Purchaser; provided, however, that if Purchaser objects to any such price increase, Purchaser may cancel this Agreement. In the event, of any such cancellation, Seller shall return to Purchaser (i) any cash deposit previously received and (ii) any trade-in vehicle previously delivered, provided that Seller may retain any Trade-in Vehicle Expenses previously incurred by Seller; and provided further that if such trade-in vehicle has previously been sold by Seller, Seller shall pay to Purchaser the proceeds of such sale less: (A) a selling commission of [15%] of such proceeds; and (B) any Trade-in Vehicle Expenses paid by Seller. No design change by Manufacturer of the Purchased Vehicle or any component thereof shall require Seller to make any modification to the Purchased Vehicle or any component thereof either before or after delivery of the Purchased Vehicle to Purchaser. Purchaser acknowledges (a) that Seller is not the agent of the Manufacturer and shall not be liable for any action or inaction of Manufacturer, and (b) Seller and Purchaser are the sole parties to this Agreement and Seller is unable to bind Manufacturer to any obligation.
4. If the a trade-in vehicle is not to be delivered to Seller until delivery to Purchaser of the Purchased Vehicle, then such trade-in vehicle shall be reappraised at the time of delivery and such reappraised value shall determine the gross trade-in allowance thereof; provided, however, that if such reappraised value is more than [15%] lower than the original gross-trade allowance shown on the front hereof, Purchaser may cancel this Agreement, provided that such cancellation right is exercised prior to the delivery of the Purchased Vehicle to Purchaser.
5. Purchaser warrants as to any trade-in vehicle delivered hereunder to Seller that (i) Purchaser has good title thereto and (ii) Purchaser will deliver to Seller at the time of delivery thereof to Seller the certificate of title to such vehicle free and clear of all Liens. If a Lien does exist on such vehicle, then, at Seller's option, either (a) Purchaser will pay off such Lien or (b) Seller will deduct the amount of such Lien from the trade-in value, thus increasing the purchase price of the Purchased Vehicle. If there is any difference between the actual Lien payoff of the trade-in vehicle and the "Amount Owing On Trade Vehicle" stated on the front hereof, Purchaser shall be solely responsible for any such difference and Purchaser shall promptly pay Seller any such difference that Seller is required to pay to the lienholder to secure clear title to the trade-in vehicle.
6. Unless this Agreement shall have been cancelled by Purchaser in accordance with either paragraph 3 or 4 above, Seller shall have the right, upon any failure or refusal of Purchaser to accept delivery of the Purchased Vehicle or upon any other breach of this Agreement, (i) to retain (A) any cash deposit previously made by Purchaser and (B) any trade-in vehicle previously traded-in as part of the consideration for the Purchased Vehicle, (ii) to apply any such cash and the proceeds of the sale by Seller of any such trade-in vehicle against the damages that Seller might suffer by reason of such failure, refusal or other breach, and (iii) to avail itself of any remedy available to Seller at law or in equity. In applying any such cash or proceeds, Seller may first deduct therefrom all Trade-in Vehicle Expenses and any other expenses (including attorneys' fees) that Seller may incur as a result of any such failure, refusal or other breach. In the event that Seller is required to have an attorney to enforce this Agreement or to collect sums due hereunder (including by arbitration), Purchaser agrees that Seller shall be entitled to recover, in addition to any sums due hereunder, all costs of collection, including reasonable attorney's fees in the amount of 15% of the sums due to Seller.
7. Seller shall not be liable for either (i) any delay in delivering the Purchased Vehicle or (ii) any failure to deliver the Purchased Vehicle, where such failure is due, in whole or in part, to any cause beyond the reasonable control of Seller.
8. The price of the Purchased Vehicle on the front hereof includes reimbursement for federal excise taxes, but does not include any federal, state or local sales, use or occupational taxes [based on sales volume], unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
9. **THE ONLY WARRANTIES APPLYING TO THE PURCHASED VEHICLE ARE THOSE, IF ANY, SUPPLIED BY THE MANUFACTURER. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO PURCHASER BY SELLER. A USED VEHICLE SOLD HEREUNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.**
10. Purchaser warrants to Seller that at the time of delivery of the Purchased Vehicle, Purchaser will have insurance in force, which will provide full collision, theft, comprehensive and liability coverage for the Purchased Vehicle [and that it will maintain said insurance in force.] No loss, damage or destruction of the Purchased Vehicle shall release Purchaser from its obligations hereunder. In the event that financing of any deferred balance is not accepted by a finance company acceptable to Seller and said motor vehicle is involved in an accident prior to return of said vehicle to Seller, or in the event any checks which are given in payment for said motor vehicle are not honored by the bank upon which drawn and said motor vehicle shall be involved in an accident, Purchaser hereby assigns to Seller the right to receive proceeds payable to Purchaser under all insurance policies covering said accident and Purchaser hereby authorizes and directs the carriers of all such insurance policies to pay said proceeds directly to Seller alone. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to endorse Purchaser's name to any checks or drafts issued by such insurance carriers by reason of such accident. Any such proceeds received by Seller shall be applied toward payment of Purchaser's obligations hereunder; and any excess of such proceeds over said obligations shall be remitted to Purchaser.
11. **If Purchaser has delivered to Seller an application for credit, Purchaser represents that all statements made in such credit application are true and correct, and Purchaser acknowledges that Seller will be relying thereon. Any untrue or incorrect statement or any other misrepresentation of Purchaser in the credit application or in any other documents shall entitle Seller immediately to rescind and to repossess the Purchased Vehicle.]**
12. **In the event that any portion of the purchase price is to be financed, Purchaser shall be solely responsible to obtain such financing, even if Seller assists Purchaser to obtain such financing. In the event Seller so assists Purchaser, Seller shall not be deemed to have acted as Purchaser's agent; and Seller may retain or be paid by lender a portion of any finance charge imposed on Purchaser by any lender. In the event that Purchaser has obtained possession of the Purchased Vehicle but is unable within 10 days after so obtaining possession to obtain financing and pay off the balance of the purchase price owed to Seller, Purchaser agrees to return the motor vehicle to Seller immediately upon demand. In the alternative, Seller shall be entitled to immediately repossess the vehicle.]**
13. Purchaser agrees that it will execute and deliver such other agreements, documents or instruments as may be necessary to complete the sale contemplated hereby in accordance with the terms and conditions hereof.
14. This Agreement shall not be assigned by Purchaser without Seller's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof shall be valid unless it is in writing and signed by each party hereto. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not adversely affect the validity, legality or enforceability of the remainder of this Agreement. This Agreement shall be governed by the laws of the state in which the Seller is located as shown on the front of this Agreement. Whenever the context of this Agreement requires, all pronouns used herein shall refer to the masculine, feminine or neuter gender and the singular shall refer to the plural and vice versa, as the context may require.
15. Any dispute or controversy arising pursuant to this Agreement shall be resolved by final and binding arbitration in Gwinnett County, Georgia before a single arbitrator appointed and acting pursuant to JAMS' commercial arbitration rules. [NO CLASS WIDE ARBITRATION CLAIMS ARE ALLOWED.] [Seller and Purchaser shall each bear their own expenses for attorneys, experts, witness fees, regardless of which party prevails in the arbitration.] OR [The arbitrator may award costs and attorney's fees to the prevailing party.] [See Paragraph 6 above]

# Memorandum

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

**From:** Hayes Taylor, City Planner

**Date:** September 30, 2024 (*Amended October 30, 2024*)

**Subject:** 2024-CD-RZ-02

**Proposed Zoning:** C-1 (Neighborhood Commercial District)

**Existing Zoning:** C-2 (General Business District)

**Size:** 2.108 acres

**Proposed Use:** Fitness Club

**Applicant:** Key Growth Capital, LLC c/o Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046

**Owner:** Core City Developers, LLC  
1230 Peachtree Street NE, Suite 800  
Atlanta, Georgia 30309

**Location:** LL 299 - 5th District

## Existing Land Use and Zoning:

The subject property totals 2.108 acres and is currently vacant. Adjacent to the northwest is an approved carwash. Adjacent to the northeast, east and south is the Brands Ridge subdivision, zoned R100-Single Family Residence (County). The subject property is less than 300 feet south of the Harbins 316 Planned Mixed-Use Development, which contains a variety of uses including an existing gas station, fast food, and a retail center. The master development also includes multi-family residential, and senior living, which are under development. The property is currently zoned C-1 pursuant to Case No. 2007-CD-RZ-06 and the City of Dacula Zoning Map.

## The Proposed Development:

The Applicant has requested to rezone 2.108 acres from C-1 (Neighborhood Commercial District) to C-2 (General Business District) to allow for a fitness club. The submitted site plan shows one (1) 20,400 square foot building, and 100 parking spaces, which meets the City's minimum parking requirements. Application materials also show automotive access from a deceleration lane on Harbins Rd onto a joint private drive between the carwash and

the proposed fitness club. The proposed landscape buffers screen the subject parcel from the adjacent residences, zoned R100-Single Family Residence (County).

The approved conditions per zoning case 2007-CD-RZ-06, require a 25-foot landscape buffer to protect adjacent residential uses. The submitted concept plan shows a 25-foot enhanced landscape buffer within the rear 50-foot building setback. The addition of the enhanced landscape strip to the existing chain link fence is intended to provide additional visual screening for abutting residential properties.

The 2050 Comprehensive Plan designates the parcel and the surrounding area as part of the Emerging Commercial character area. The character area has set precedent for commercial uses, including a Publix-shopping center, an approved car wash, two (2) fast food restaurants, and a gas station. The proposed fitness center is a similar intensity use compared to the proximal existing and approved commercial uses, and could be compatible with the neighboring carwash.

The Dacula 2050 Comprehensive Plan describes the Emerging Commercial character areas as being “more pedestrian-oriented” with “non-residential uses... oriented towards the street with direct pedestrian access” while balancing both housing and employment opportunities (page 66). The extension of sidewalk along the Harbins Rd frontage and inclusion of a bike rack could contribute to the called for multi-modal connectivity and activity within the character area. The Guidance for Rezoning by Character Area table calls for PMUD, C-1, C-2, and OI districts within the character area (page 69).

### **Summary:**

The proposed fitness club could be considered a suitable use as it would provide a transition between Harbins 316, the approved carwash, and the residences adjacent to the parcel. A fitness club would provide a service to existing and future nearby community members in the Emerging Commercial character area and could be a compatible commercial use with the neighboring approved carwash. As such, the Department recommends the requested rezoning from C-1 (Neighborhood Commercial District) to C-2 (General Business District) be approved with conditions at this location.

### **Comprehensive Plan:**

The subject parcel is within the Emerging Commercial Character Area on the City of Dacula’s 2050 Future Land Use Map and designated Innovation District on the Gwinnett County 2040 Unified Plan.

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

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

The proposed development could be considered suitable given the adjacent mix of residential and commercial uses, providing a potential pedestrian-friendly amenity proximal to a high concentration of community members.

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

With the recommended conditions, adverse impacts on surrounding properties could be minimized.

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

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

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

Excessive or burdensome use of existing streets, transportation facilities, utilities, or schools is not expected from approval of the proposed uses.

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

The requested rezoning could be considered consistent with the Emerging Commercial designation of the 2050 Future Land Use Map with the proper conditions.

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

There is a clear City Council precedent to prioritize multi-modal connectivity and access to pedestrian oriented ground floor commercial within the Emerging Commercial character area. With the proper conditions, the precedent could be furthered by the requested rezoning.

***Recommendation:***

Based upon the application, the rezoning is recommended for approval with conditions. The following conditions will replace the approved 2007-CD-RZ-06 conditions on the subject parcel.

Concept Plan and Land Use

1. The property shall be developed in accordance with the conceptual site plan titled Fitness Center Rezoning Site Plan dated June 4, 2024. Any substantial deviation from the approved conceptual plan and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.

Architectural Design

2. All building exteriors shall be constructed of brick, stone, glass, or stucco. All buildings shall have flat roofs with architectural treatments to include canopies and parapets. Mechanical, HVAC, and like systems shall be screened from street level on all sides by an opaque wall of brick, stucco, or split-faced block.
3. The developer shall provide a decorative, commercial-quality bicycle rack and pedestrian bench that complement the building at its entrance.

Landscape and Parking

4. The reduction of the required rear landscape buffer to a 25-foot enhanced landscape buffer shall be maintained per 2007-CD-RZ-06.
5. A 20-foot-wide enhanced buffer shall be provided along the full length of Courtney Renea Drive and a 25-foot wide enhanced buffer shall be provided along the rear property boundary adjacent to residentially zoned property. Both buffers shall be planted with a staggered, double row of privacy trees (minimum 6-foot in height), supplemented with a 6-foot high double-sided wooden or wrought iron opaque fence. The structural and visual characteristics of the fence shall be maintained at all times. Fencing shall be located behind the tree line with the location subject to review and approval by the Department of Planning and Development.
6. A parking lot landscape plan shall be submitted to the City for approval. At a minimum, the plan shall include that each parking island/strip shall have a minimum of two (2) ornamental shade trees. All parking area trees shall be a minimum of 3-inch dbh caliper. Parking islands/strips may include stormwater management/bioretenion infrastructure and foliage, per the Georgia Stormwater Management Manual green standards.

Parking area trees should be of or a combination of the following species:

1. Willow Oak
2. Overcup Oak
3. Nuttal Oak
4. Sweetbay Magnolia
5. Southern Magnolia

6. Japanese Zelkova
  7. Red Maple
  8. Halesia Carolina
  9. Eastern Redbud
  10. American Smoketree
  11. Sourwood
  12. Chalk Maple
7. Existing mature growth trees in buffer zones shall remain when feasible. The City Administrator or City Arborist shall determine what is feasible.
  8. Stormwater maintenance areas may include lower maintenance grass alternatives such as Blue Star Creeper, Corsican Mint, Micro-Clover, or Fescue as approved by the City Administrator.
  9. Gravel is prohibited. Permeable pavement alternatives must be reviewed and approved by the City prior to development permit issuance.
  10. All trash dumpsters shall be screened by an enclosure using the same exterior building material as the adjacent occupied buildings. Pickup shall be limited to between the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday. Dumpster enclosures shall remain closed, locked, and in good repair at all times.
  11. No outdoor storage shall be permitted on site.

#### Transportation and Infrastructure

12. Prior to the issuance of a Development Permit, the developer must satisfy Gwinnett County Department of Transportation requirements including, but not limited to, a south bound left turn lane along Harbins Road into the site, and the recommendations from the traffic impact study required by Article 4 of the Development Regulations.
13. A five (5) foot wide sidewalk shall be constructed on the property frontage of Harbins Road.
14. Provide street lights along all public right-of-way utilizing decorative light pole/fixtures. Street lights shall be 150 feet on center. Light poles shall be black and a maximum 20 feet high.
15. Parking lot lighting shall be directed towards the property to avoid the adverse impact on nearby residential properties.
16. The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure.

#### Signage and Advertising

17. Human sign spinners and/or twirlers shall be prohibited.

18. One ground sign shall be permitted. The ground sign shall be monument-type only with indirect lighting. Ground sign shall be limited to a single monument-type sign with a brick or stacked stone base of at least 2 feet in height. Neon or self-illuminating ground signs shall be prohibited. LED message boards are prohibited.
19. The wall sign shall be lit with indirect lighting.
20. Oversized signs or billboards shall not be permitted.
21. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site without appropriate permit(s). No decorative balloons or hot-air balloons shall be displayed on the site.





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

**REZONING/ CHANGE OF CONDITIONS/ SPECIAL USE PERMIT APPLICATION**

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

APPLICANT *	PROPERTY OWNER *
NAME <u>Key Growth Capital, LLC c/o Powell &amp; Edwards, LLP</u>	NAME <u>Core City Developers, LLC</u>
ADDRESS <u>PO Box 1390</u>	ADDRESS <u>1230 Peachtree Street NE, Suite 800</u>
CITY <u>Lawrenceville</u>	CITY <u>Atlanta</u>
STATE <u>Georgia</u> ZIP <u>30046</u>	STATE <u>Georgia</u> ZIP <u>30309</u>
PHONE <u>770-962-0100</u> FAX <u>770-963-3424</u>	PHONE <u>678-773-5931</u> FAX _____

**APPLICANT IS THE:**

- OWNER'S AGENT
- PROPERTY OWNER
- CONTRACT PURCHASER

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

CONTACT PERSON W. Charles "Chuck" Ross, Esq.  
 COMPANY NAME Powell and Edwards, LLP  
 ADDRESS PO Box 1390, Lawrenceville, Georgia 30046  
 PHONE 770-962-0100 FAX 770-963-3424  
 EMAIL cross@powelledwards.com

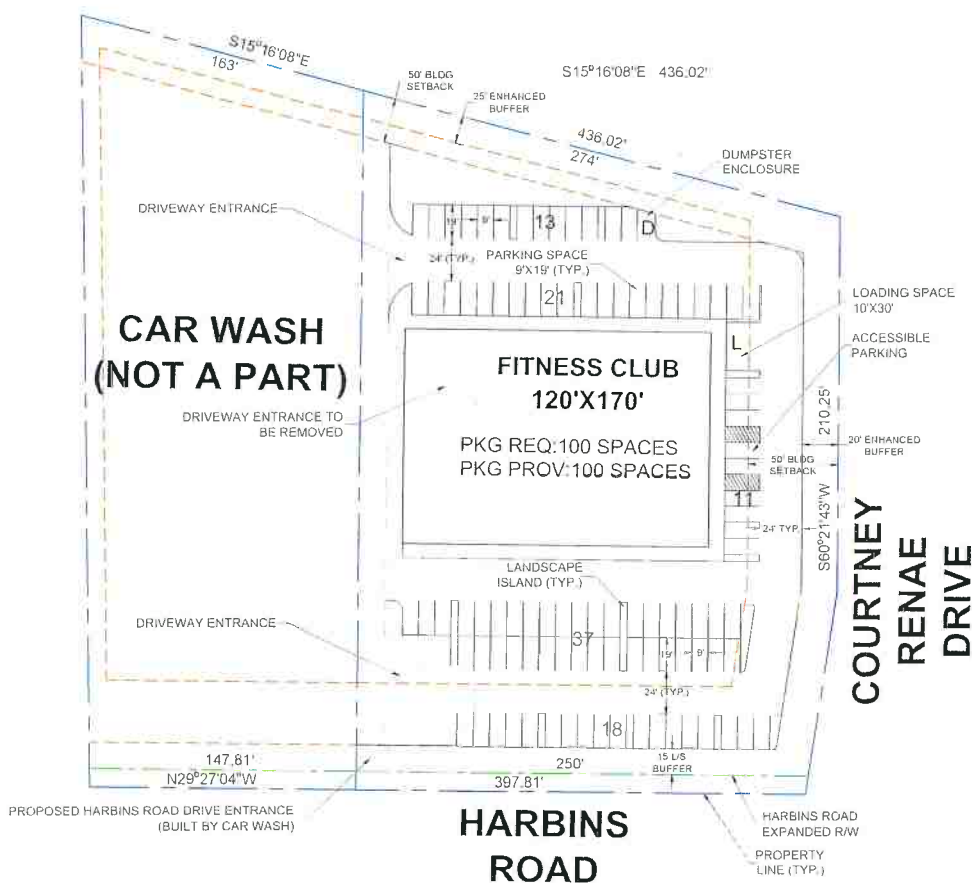
PRESENT ZONING DISTRICT(S) C-1 REQUESTED ZONING DISTRICT C-2  
 LAND LOT(S) 299 PARCEL # R5299 004 DISTRICT(S) 5 ACREAGE 2.108  
 PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED Fitness Club

RESIDENTIAL DEVELOPMENT: NO. OF LOTS/DWELLINGS UNITS \_\_\_\_\_ DWELLING UNIT SIDE (SQ. FT.) \_\_\_\_\_  
 NON-RESIDENTIAL DEVELOPMENT: NO. OF BUILDINGS/LOTS 1/1 TOTAL GROSS SQ. FEET 20,000

**LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY**

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

CASE NUMBER



**APPLICANT:**  
 KEY GROWTH CAPITAL, LLC  
 ATTN: MICHAEL LEIBOWITZ  
 700 STATE STREET, SUITE 403, NEW HAVEN, CT 06405  
 (203) 675-8512

**OWNER:**  
 CORE CITY DEVELOPERS LLC  
 1230 PEACHTREE STREET NE  
 SUITE 800  
 ATLANTA, GA 30309

**TENANT:**  
 FLYNN GROUP  
 ATTN: KASS McINNIS  
 617-418-8015

**DESCRIPTION OF PROJECT:**  
 PROPOSED 20,000 SF FITNESS CLUB. DEVELOPMENT OF THE REMAINDER OF THE LOT AT 1002 HARBINS ROAD, THE WESTERN PORTION OF WHICH IS CURRENTLY UNDER CONSTRUCTION AS A CAR WASH.

**SITE DATA:**  
 EXISTING ZONING: C-1  
 PROPOSED ZONING: C-2  
 OVERLAY DISTRICT: N/A  
 PROPOSED USE IN C-2 DISTRICT: FITNESS CLUB

PARCEL 5-299-004  
 LOT AREA: 94,467 SF OR 2.17 ACRES  
 BLDG AREA: 20,000 SF

**PARKING REQUIREMENTS**  
 1 SPACES/200 SF FLOOR SPACE=20,000/200=100 SPACES  
 TOTAL PARKING REQ'D=100 SPACES  
 TOTAL PARKING PROV'D=100 SPACES

- DRAINAGE NOTES:**
1. THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOODPLAIN AS SHOWN ON FIRM COMMUNITY PANEL NO. 13135C0077F DATED SEPT. 29, 2006.
  2. STORMWATER DETENTION FOR THE FITNESS CLUB PARCEL WILL BE PROVIDED IN A SHARED DETENTION FACILITY CONSTRUCTED BY THE CAR WASH PARCEL.

<p><b>FITNESS CENTER                  REZONING SITE PLAN</b></p> <p>1002 HARBINS ROAD                  CITY OF DACULA, GWINNETT COUNTY, GEORGIA</p>
<p>Engineer</p>
<p>Sheet Title</p>
<p>Revisions</p>
<p>File</p>
<p>Date: June 4, 2024</p>
<p>Scale: 1"=30'</p>
<p>Drawing</p>

**CAUTION**  
 THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THIS SURVEY. THE LAND SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**NOTE:**  
 FORCEMAIN LOCATION AS PER FLAGGED LINE MARKED BY GEORGIA DEPARTMENT OF NATURAL RESOURCES

- NOTES:**
1. THIS PLAT WAS PREPARED TO SUBDIVIDE THE PARENT PARCEL INTO 2 TRACTS AS REQUESTED BY THE OWNER.
  2. NO TITLE EXAMINATION WAS PROVIDED TO THE SURVEYOR AT THE TIME OF THIS SURVEY. OTHER MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY COULD EXIST AND MAY NOT BE SHOWN HEREON.
  3. THIS PROPERTY LIES WITHIN FLOOD ZONE "X", OUTSIDE OF THE 100-YR FLOOD ZONE, AS PER FEMA FIRM MAP NO. 13138C 0077F, EFFECTIVE 9/25/2006.
  4. BUFFERS, SETBACKS AND ZONING ARE SUBJECT TO THE LOCAL ISSUING AUTHORITY AND THE CITY OF DACULA.
  5. THE VERTICAL DATUM USED FOR THIS SURVEY IS BASED ON THE NORTH AMERICAN VERTICAL DATUM ON 1988.
  6. PROPOSED IMPROVEMENTS, SETBACKS, ETC. ARE AS PER CONSTRUCTION PLANS PREPARED BY EVANS DESIGN GROUP FOR SUPERSHINE XPRESS CARWASH LAST REVISED ON 4/24/24 AND APPROVED BY GWINNETT COUNTY ON 7/23/24.

- REFERENCES:**
1. WARRANTY DEED RECORDED IN DB 30742, PAGE 251 ON 1/22/03 GWINNETT COUNTY RECORDS.
  2. WARRANTY DEED RECORDED IN DB 37175, PAGE 111 ON 2/25/04 GWINNETT COUNTY RECORDS.
  3. PLAT RECORDED IN PB 4, PG 2004 GWINNETT COUNTY RECORDS.
  4. PLAT RECORDED IN PB 103, PG 64 GWINNETT COUNTY RECORDS.
  5. ALL OTHER DEEDS AND REFERENCES ARE SHOWN HEREON.

**CERTIFICATE OF APPROVAL FOR RECORDING:**

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING RESOLUTION AND SUBDIVISION REGULATIONS OF THE CITY OF DACULA, GEORGIA, AND THAT IT HAS BEEN APPROVED BY THE CITY OF DACULA FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF GWINNETT COUNTY, GEORGIA.

DATED: \_\_\_\_\_

OFFICIAL OF THE CITY OF DACULA

**ENGINEERS OR SURVEYORS CERTIFICATION:**

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED TO FUTURE; AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEER REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF DACULA, GEORGIA, HAVE OR WILL BE FULLY COMPLIED WITH.

By: *D. Griffin* 08/03/24  
 DANIEL S. GRIFFIN, REGISTERED GEORGIA LAND SURVEYOR NO. 2772

**OWNER'S CERTIFICATION AND DEDICATION:**

STATE OF GEORGIA, COUNTY OF GWINNETT

"THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, COUNTY, AND CITY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, I HEREBY CERTIFY THAT I (WE) ACCEPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKWAYS, DRAINAGE EASEMENTS, AND OTHER SPACES TO PUBLIC USE AS NOTED."

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

C-1 NEIGHBORHOOD COMMERCIAL ZONING  
 TRACT 1 = 1.401 ACRES  
 TRACT 2 = 2.108 ACRES  
 RW DEDICATION = 0.091 ACRES  
 TOTAL AREA = 3.600 ACRES

EXEMPTION PLAT FOR:  
**1002 HARBING ROAD DEVELOPMENT AND CORE CITY DEVELOPERS, LLC.**  
 PROPERTY LOCATED IN THE CITY OF DACULA, GA.

**DS GRIFFIN, INC.**  
 PROFESSIONAL LAND SURVEYING SERVICES  
 2048 MILL LANDING COURT  
 LAWRENCEVILLE, GA. 30043  
 (770) 778-3293

Date:	02/15/2023	Land Lot:	299	District:	5TH	Sheet No.	
County:	GWINNETT	Scale:	1" = 50'	Section:	NA		
Project:	1002HARB	Drawn By:	DG				1 OF 1

STATE PLANE COORDINATE TABLE

Point	Northing	Easting	Elev.	Description
209	1443350.125	2301073.790	1083.05	11RSPD
216	1443130.892	2301050.015	1086.05	BLADE
250	1442825.529	2301807.872	1073.82	1101P 56 GRND
297	1442753.946	2301700.811	1056.56	11125R&K
425	1442929.501	2301990.613	1072.93	11RSPD

**OWNER/DEVELOPER:**  
 CORE CITY DEVELOPERS, LLC.  
 475 DACULA RD. STE A  
 DACULA, GA. 30019  
 PETER TRASKAR  
 PHONE: 678-773-6931

**SURVEYOR:**  
 DS GRIFFIN, INC.  
 2048 MILL LANDING COURT  
 LAWRENCEVILLE, GA. 30043  
 PHONE: 770-778-3293  
 EMAIL: DANIEL@DSGRIFFININC.COM

No.	By	Date	Revision
2	DG	08/03/2024	UPDATE PER REVISED CIVIL PLANS
1	DG	02/26/2023	ADDED PARCEL NUMBERS

Cadd File No: \_\_\_\_\_

AS REQUIRED BY SUBSECTION (4) OF D.C.G.A. SECTION 13-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN G.C.G.A. SECTION 13-6-67.



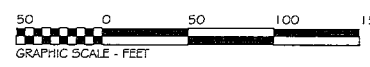
**LEGEND**

- RBWC = REBAR WITH CAP
- 5DF = SOLID BAR FOUND
- RF = REBAR PIN FOUND
- IPS = 1/2" REBAR PIN SET
- RAW = RIGHT OF WAY
- PL = PROPERTY LINE
- BL = BUILDING LINE
- CL = CENTERLINE
- BC = BACK OF CURB
- EP = EDGE OF PAVEMENT
- QU = POLE ANCHOR
- 5P = SERVICE POLE
- PP = POWER POLE
- FM = FIRE HYDRANT
- WV = WATER VALVE
- WM = WATER METER
- IE = INVERT ELEVATION
- FHC = FINISHED FLOOR ELEVATION
- SWS = STORM SEWER UNLINED
- X = FENCE LINE
- P- = AERIAL POWER LINE
- T = AERIAL TELEPHONE LINE
- G- = UNDERGROUND GAS LINE
- W- = WATER LINE
- = FLOOD HAZARD ZONE LINE
- NF = NOW OR FORMERLY

ATOPNS 12 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 115,507 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 227,996 FEET AND CONTAINS 3.60 ACRES.



Tony Powell  
Brian Edwards  
Nathan Powell  
W. Charles Ross



**POWELL & EDWARDS**  
ATTORNEYS AT LAW

Jay Crowley  
Mandy Williams  
Laura Walsh  
Laura Shoop

August 8, 2024

Brittni Nix  
City Administrator  
City of Dacula  
442 Harbins Road  
PO Box 400  
Dacula, Georgia 30019

**RE: APPLICATION FOR REZONING AND LETTER OF INTENT FOR KEY GROWTH CAPITAL, LLC.**

Dear Ms. Nix:

Powell & Edwards, submits this Letter of Intent on behalf of Key Growth Capital, LLC (the “Applicant”) to request a rezoning of a 2.108 acre parcel located at 1002 Harbins Road in Dacula and having Gwinnett County Tax ID Number R5299 004 (the “Property”) from C-1 to C-2 in order to develop and construct a fitness club.

The Applicant specializes in locating and developing property for several national franchise businesses. In this case, Applicant is working with one of the larger fitness club franchise operators in the country. They have a particularly large presence in the Atlanta and Boston markets and have an excellent reputation for operating high quality clubs. Because of Applicant’s experience with this particular product and client, they are able to better identify sites which do not require significant variances and also understand exactly how the facilities will fit on the property and any infrastructure needs. Due to this expertise, the attached site plan does not require any variances at this point.

Although the fitness club will be owned by a large corporation, they have an extensive local management presence from both the local location and throughout metropolitan Atlanta and can provide immediate response if needed. In particular, in Gwinnett County, they operate numerous clubs, two of the closest being in Snellville and Loganville. The brand also has a reputation for being very involved with their host community. For example, they recently held a backpack drive to assist students in need of back-to-school supplies. They also offer high school students free access to their clubs over the summer. We believe you will find that they will be an excellent corporate partner to the City of Dacula.

As noted in the impact analysis, the subject parcel is located in the Emerging Commercial future land use area of the 2050 Dacula Comprehensive Plan. This area has begun to develop as intensive

**A PROFESSIONAL CORPORATION**

P.O. Box 1390 • Lawrenceville, Georgia 30046-1390 • [powelledwards.com](http://powelledwards.com) • 770.962.0100  
*Street Address For Direct Deliveries Only • 10 Lumpkin Street Lawrenceville, GA 30046*

### Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 299 of the 5<sup>th</sup> District of Gwinnett County, City of Dacula, Georgia containing approximately 2.108 acres, more or less, and being designated as Tract 2 on that certain survey entitled "Exemption Plat for: 1002 Harbins Road Development and Core City Developers, LLC", prepared by DS Griffin, Inc., bearing the seal and certification of Daniel S. Griffin, Georgia Registered Land Surveyor No. 2772, dated February 15, 2023 and last revised on August 3, 2024, being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the point of intersection of the northwesterly right-of-way line of Courtney Renea Drive (right-of-way varies) and the northeasterly right-of-way line of Harbins Road (right-of-way varies); run thence along said right-of-way line of Courtney Renea Drive in a northeasterly direction, and following the meanderings thereof, a distance of 10.11 feet to a point, said point being the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING and leaving said right-of-way line run thence North 29 degrees 27 minutes 04 seconds West a distance of 251.56 feet to a point; run thence North 60 degrees 32 minutes 56 seconds East a distance of 381.30 feet to a point; run thence South 15 degrees 16 minutes 08 seconds East a distance of 274.31 feet to a point on the northwesterly right-of-way line of Courtney Renea Drive; run thence along said right-of-way line South 60 degrees 21 minutes 43 seconds West a distance of 210.25 feet to a point; continue thence along said right-of-way line South 68 degrees 48 minutes 36 seconds West a distance of 104.93 to a point, said point being the TRUE POINT OF BEGINNING.

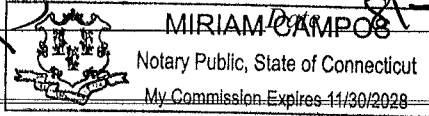
**APPLICANT CERTIFICATION**

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

Signature of Applicant [Handwritten Signature] Date 8-7-2024

Type or Print Name/Title Michael Lebowitz - Member

Notary Public [Handwritten Signature]



**PROPERTY OWNER CERTIFICATION**

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

Signature of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name/Title \_\_\_\_\_

Notary Public \_\_\_\_\_ Date \_\_\_\_\_

**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED \_\_\_\_\_ RECEIVED BY \_\_\_\_\_ FEE \_\_\_\_\_ RECEIPT # \_\_\_\_\_

LAND LOT \_\_\_\_\_ DISTRICT \_\_\_\_\_ PARCEL # \_\_\_\_\_ HEARING DATE \_\_\_\_\_

ACTION TAKEN \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STIPULATIONS \_\_\_\_\_

**APPLICANT CERTIFICATION**

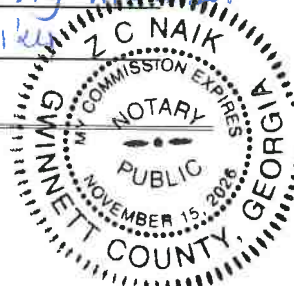
The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Type or Print Name/Title \_\_\_\_\_  
Notary Public \_\_\_\_\_ Date \_\_\_\_\_

**PROPERTY OWNER CERTIFICATION**

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

Signature of Property Owner Pranod Kumar Thakkar Date 8/2/24  
Type or Print Name/Title Pranod Kumar Thakkar / managing member  
Notary Public Z.C. Naik Date 08/02/24



**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED \_\_\_\_\_ RECEIVED BY \_\_\_\_\_ FEE \_\_\_\_\_ RECEIPT # \_\_\_\_\_

LAND LOT \_\_\_\_\_ DISTRICT \_\_\_\_\_ PARCEL # \_\_\_\_\_ HEARING DATE \_\_\_\_\_

ACTION TAKEN \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STIPULATIONS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: August 8, 2024

TO: WREG Harbins Retail LLC  
1958 Monroe Drive NE  
Atlanta, Ga 30324-4844  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: W. Charles "Chuck" Ross  
Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046  
770-962-0100  
cross@powelledwards.com

RE: Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 299 Parcel 004

LOCATION/ADDRESS: 1002 Harbins Road, Dacula, Georgia 30019

---

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

The proposed rezoning is contiguous to your property.

The PLANNING COMMISSION Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on September 30, 2024 at 6:00 P.M. in the Council Chambers.

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on October 3, 2024 at 7:00 P. M. in the Council Chambers.

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

Thank you.



ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: August 8, 2024

TO: Jorge Raul Ramirez  
2438 Courtney Renea Drive  
Dacula, Ga 30019-1596  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: W. Charles "Chuck" Ross  
Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046  
770-962-0100  
cross@powelledwards.com

RE: Application Case #: \_\_\_\_\_  
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If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: August 8, 2024

TO: Maria Barna  
2428 Courtney Renea Drive  
Dacula, Ga 30019-1596  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: W. Charles "Chuck" Ross  
Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046  
770-962-0100  
cross@powelledwards.com

RE: Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_  
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If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: August 8, 2024

TO: Donna Valentine  
Patrick Valentine  
1950 Luke Edwards Road  
Dacula, Ga 30019-2503  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: W. Charles "Chuck" Ross  
Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046  
770-962-0100  
cross@powelledwards.com

RE: Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 299 Parcel 004

LOCATION/ADDRESS: 1002 Harbins Road, Dacula, Georgia 30019

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

The proposed rezoning is contiguous to your property.

The PLANNING COMMISSION Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on September 30, 2024 at 6:00 P.M. in the Council Chambers.

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula, Georgia on October 3, 2024 at 7:00 P. M. in the Council Chambers.

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: August 8, 2024

TO: Shane Dobles  
Morgan O'Brien  
2407 Courtney Renea Drive  
Dacula, Ga 30019-1595  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: W. Charles "Chuck" Ross  
Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046  
770-962-0100  
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Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: August 8, 2024

TO: Jody L. Parr  
1001 Harbins Road  
Dacula, Ga 30019-2405  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: W. Charles "Chuck" Ross  
Powell & Edwards, LLP  
PO Box 1390  
Lawrenceville, Georgia 30046  
770-962-0100  
cross@powelledwards.com

RE: Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_  
Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 299 Parcel 004

LOCATION/ADDRESS: 1002 Harbins Road, Dacula, Georgia 30019

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Thank you.

**CONFLICT OF INTEREST CERTIFICATION**

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

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name/Title \_\_\_\_\_

Signature of Applicant' Attorney W. Charles Ross Date 8/8/2024

Type or Print Name/Title W. Charles "Chuck" Ross, Esq.

Notary Public Terry S. Pfeffinger Date 8/8/24



**Official Use Only**

DATE RECEIVED \_\_\_\_\_ ZONING CASE NUMBER \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

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Signature of Applicant  Date 8/8/24

Type or Print Name/Title Michael Lebowitz - Member

Signature of Applicant' Attorney \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name/Title \_\_\_\_\_

Notary Public  Date 8/8/24

(Notary Seal)



**Official Use Only**

DATE RECEIVED \_\_\_\_\_ ZONING CASE NUMBER \_\_\_\_\_

RECEIVED BY \_\_\_\_\_



## City of Dacula

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

### IMPACT ANALYSIS STATEMENT

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

DATE August 8, 2024,

APPLICANT Key Growth Capital, LLC

- A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property: This part of Harbins Road has been specifically classified by the City to be developed commercially. Indeed, the property is already zoned C-1, and the property owner could construct a myriad of higher intensity uses without further approval by the City. The parcel is bordered to the northwest by the SuperShine Xpress Carwash and the new Publix shopping center. The property across Harbins Road is zoned for office and institutional use. Although the subject parcel is adjacent to two unincorporated Gwinnett County residential parcels, the proposed fitness club would serve as an appropriate transition from the existing more intense commercial uses to the neighborhood entrance.
- B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property: The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property. The entrance to the fitness club will be the same entrance already being used by the carwash on Harbins Road. There is no access onto the residential street. Further, the Applicant will provide appropriate screening where the two residential properties abut the subject parcel.
- C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned: As noted in the Dacula 2050 Comprehensive Plan, this area has been identified as containing underutilized properties. While the property is zoned C-1, being located adjacent to a carwash limits many options that might otherwise be available to this property. The proposed use will present a harmonious use that will not be disturbed by the carwash and will not cause a disturbance to the two residential properties adjacent.
- D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools: The proposed use will not create any significant increase in traffic along Harbins Road, nor will it create a strain on any utilities and will have no impact upon schools.
- E. Whether the proposed rezoning is in conformity with the policy and intent of the Land Use Plan: The Dacula 2050 Comprehensive Plan identifies this area as "Emerging Commercial" which has a stated purpose of providing a transition area on Harbins Road consistent with the County Comprehensive Plan which identifies this area as a "Community Node." This area also seeks to encourage the redevelopment of underutilized properties. As noted above, the proposed fitness club use would provide an appropriate transition between the shopping center & car wash and the residential properties to the south and east.
- F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning: As noted above, this area has been classified for commercial development and significant commercial development has already begun on nearby parcels. The less intensive use of the proposed fitness club is the most appropriate use for this location as it can provide a proper transition to the adjacent residential properties located in unincorporated Gwinnett County.





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

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

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

Yes  No

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

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

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

Yes  No

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

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

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