



# Mayor and City Council Regular Meeting

Thursday, February 01, 2024 at 7:00 PM

Dacula City Hall, Council Chambers

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

## Agenda

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

### **INVOCATION:**

### **PLEDGE OF ALLEGIANCE:**

### **CONSENT AGENDA:**

- [1.](#) Approval of the Minutes from the Regular Meeting on January 4, 2024
- [2.](#) Approval of the Minutes from the Special Called Meeting on January 10, 2024
- [3.](#) Resolution to adopt the Dacula 2050 Comprehensive Plan Update
- [4.](#) Bid package for Whisper Way Storm Drainage Improvements
- [5.](#) Prerequisite Resolution
- [6.](#) Resolution Designating Area
- [7.](#) Official Intent Resolution
- [8.](#) Resolution to approve Statewide Mutual Aid and Assistance
- [9.](#) Proposal for surveying services

### **OLD BUSINESS:**

10. Appointment of Planning Commission Members

### **NEW BUSINESS:**

- [11.](#) **PUBLIC HEARING: 2023-CD-RZ-04**, Applicant: CHI/Acquisitions LP c/o Mahaffey Pickens Tucker, LLP, Owner: Walton Georgia, LLC requests rezoning from Planned Mixed-Use Development to M-1 Light Manufacturing District. The property is located in Land Lot 270 of the 5th District and contains 40.22 acres more or less.
12. **Rezoning Application: 2023-CD-RZ-04**, Applicant: CHI/Acquisitions LP c/o Mahaffey Pickens Tucker, LLP, Owner: Walton Georgia, LLC requests rezoning from Planned Mixed-Use Development to M-1 Light Manufacturing District. The property is located in Land Lot 270 of the 5th District and contains 40.22 acres more or less.

- [13.](#) **PUBLIC HEARING: 2023-CD-VAR-05**, Applicant: SW West Dacula LLC c/o LJA Engineering, Owner: Hyun Park requests a variance to the setback requirement. The property is located in Land Lot 302A of the 5th District and contains 1.86 acres more or less.
14. **Variance Application: 2023-CD-VAR-05**, Applicant: SW West Dacula LLC c/o LJA Engineering, Owner: Hyun Park requests a variance to the setback requirement. The property is located in Land Lot 302A of the 5th District and contains 1.86 acres more or less.

**STAFF COMMENTS:**

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

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:** Real property matters

**ADJOURNMENT:**



**CITY OF DACULA**

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

**COUNCIL MEETING  
MINUTES**

January 4, 2024

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

Mayor Trey King called the January 4, 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 Daniel Spain

**Councilmembers Absent:**

Councilmember Ann Mitchell  
Councilmember Denis W. Haynes, Jr.

**City Staff Present:**

Jack Wilson, City Attorney  
Brittini Nix, City Administrator  
Courtney Mahady, Administrative Clerk  
Stephen Mayer, Director of Finance  
Hayes Taylor, City Planner  
Dana Stump, Administrative Assistant for Planning & Zoning  
Amy White, Interim Chief Marshal  
Chris Parks, Public Works Director  
Alethia Hyman, City Tax Clerk

**II. INVOCATION:**

Pastor Mark Chandler gave invocation.

**III. PLEDGE OF ALLEGIANCE:**

Mayor King led the Pledge of Allegiance.

**IV. OATHS OF OFFICE:**

1. Council Member Ann Mitchell

*Councilmember Mitchell absent – oath will be administered at a later date.*

2. Council Member Sean Williams

City Attorney, Jack Wilson, administered a Ceremonial Oath to Council Member Sean Williams.

**V. CONSENT AGENDA:**

3. Approval of the Minutes from the Regular Meeting on December 7, 2023
4. Approval of the Minutes from the Budget Public Hearing of December 7, 2023
5. Appointment of Mr. Jack Wilson (175.00/hr.) for legal services
6. Appointment of Mr. Jack Wilson (175.00/hr.) as City Prosecutor
7. Appointment of Judge Bill Brogdon and Judge Jammie Taire (200.00/hr.) as City Magistrate(s)
8. Ordinance to Amend Article XVII of the Code of Ordinances
9. Proposal for engineering services
10. Bid results for Brookton Place subdivision improvements
11. Authorization to purchase pole mounted snowflake decorations
12. Resolution regarding the abandonment and sale of certain vehicles, equipment, and other personal property

Councilmember Spain motioned to approve consent agenda items as listed. Councilmember Williams seconded. Motion passed unanimously.

**VI. OLD BUSINESS:**

- 13. Rezoning Application: 2023-CD-RZ-03;** Applicant: Archon Homes, Owner: Dacula Real Estate requests rezoning from MH Mobile Home Park District to R-TH Single Family Residence Townhouse District. The property is located in Land Lot 275 of the 5th District and contains 4.04 acres more or less. *(Public hearing was held on December 7, 2023)*

Councilmember Williams motioned to table rezoning application 2023-CD-RZ-03 to the March 7, 2024 meeting. Councilmember Spain seconded. Motion passed unanimously.

14. Ordinance to amend Article III of the Zoning Resolution *(Public hearing was held on December 7, 2023)*

Councilmember Spain motioned to approve the ordinance amendment to Article III. Councilmember Williams seconded. Motion passed unanimously.

**VII. NEW BUSINESS:**

15. Election of Mayor Pro Tem

Mayor King called for a motion to nominate Mayor Pro Tem for 2024.

Councilmember Williams motioned to nominate Ann Mitchell as Mayor Pro Tem for 2024.  
Councilmember Spain seconded. Motion passed unanimously.

#### 16. Appointment of Planning Commission Members

Mayor King called for each councilmember's appointments for the Planning Commission for 2024.

Councilmember Williams appointed Myra Montalbano  
Councilmember Spain appointed Lisa Bradberry  
Mayor King appointed Monica Francis

*Councilmember Haynes, Jr. and Councilmember Mitchell will make their appointments on February 1, 2024.*

Mayor King then requested a motion to ratify the appointments.

Councilmember Williams motioned to ratify the appointments for Planning Commission.  
Councilmember Spain seconded. Motion passed unanimously.

#### 17. City Council oversight appointments

Mayor King called for a motion to appoint the Mayor and Council as a whole to oversee all the departments in the City for 2024.

Councilmember Spain motioned to appoint the oversight of all departments by Mayor and Council.  
Councilmember Williams seconded. Motion passed unanimously.

#### 18. Appointment of City Chaplain

Mayor King requested a nomination for the City Chaplin for 2024.

Councilmember Williams motioned to nominate Pastor Mark Chandler as City Chaplin for 2024.  
Councilmember Spain seconded. Motion passed unanimously.

#### 19. Storm water awareness presentation

City Planner, Hayes Taylor, directed all attendees to the pamphlets offered to the public regarding storm water awareness entitled "When it Rains." Mr. Taylor asked that everyone be aware of this information and encouraged all attendees to help prevent storm water pollution.

#### **VIII. STAFF COMMENTS:**

*None*

#### **IX. MAYOR AND COUNCIL COMMENT(S):**

Mayor King thanked all the attendees for coming out to the meeting and thanked staff for their continued hard work through the holidays.

**X. PUBLIC COMMENTS:**

Scott Smethers, 725 Flintlock Drive, Dacula, Georgia 30019, expressed his concern regarding the speeding in his subdivision.

David Stone, 3460 Meadow Grass Drive, Dacula, Georgia 30019, stated there was a light out in front of his store along Second Avenue and for security reasons would like the light replaced as soon as possible.

Ms. Nix responded that Georgia Power is currently conducting a citywide survey of the condition of all street lights and determining which lights need to be replaced to LED. Ms. Nix added the street lights along Second Avenue have been reported to Georgia Power and would be happy to re-report the lights in hopes of expediting the lights being repaired sooner.

James Clinkscales, 491 Harbins Road, Dacula, Georgia 30019, owner of CircaSpaces, voiced his concern for the ordinance amendment to Article III that was passed earlier in the meeting. Mr. Clinkscale expressed that the amendment would adversely affect small businesses and that it would create a lack of competition. He added that it would also impact the community.

Phillip Saxton, 3355 Fairway Bend Drive, Dacula, Georgia 30019, expressed his concern with the Article III amendment that was passed. Mr. Saxton explained that small social gatherings should be allowed at CircaSpaces.

Charmaine Augustin, 1818 Autumn Sage Drive, Dacula, Georgia 30019, stated as a wedding officiant, she would like to have access to a space like CircaSpaces where she can conduct small ceremonies for couples and a few of their guests.

Curtis Clemons, 2043 Crosswaters Drive, Dacula, Georgia 30019, stated that CircaSpaces is a space that allows residents and business owners to have a small-town feel. Mr. Clemons urged the Mayor and Council to take a second look at the amendment to Article III.

Janna Rookis, 1338 Ewing Creek Drive, Dacula, Georgia 30019, stated that the amendment to Article III would impact her CPR business as well as other small businesses in the area.

David Stone, 3460 Meadow Grass Drive, Dacula, Georgia 30019, stated he was in support of CircaSpaces and their business model.

Arlene Clinkscales, 491 Harbins Road, Dacula, Georgia 30019, owner of CircaSpaces, expressed her concern with the amendment Article III and felt that it would impact the community and small business owners. Ms. Clinkscale stated that the community needs a space where they can have small, intimate gatherings.

City Attorney, Jack Wilson, clarified that the ordinance that was adopted added definitions to the Zoning Resolution to clarify certain terms and does not restrict or affect the Clinkscales business and the use of their property. Mr. Wilson added the zoning conditions that were passed in 2019 are what impose limitations to their business from being able to hold special events. He added that the Clinkscales can file an application at any time to request changing the zoning conditions.

***XI. EXECUTIVE SESSION: Personnel and real estate matters***

Councilmember Williams motioned to exit regular session and enter into executive session. Councilmember Spain seconded. Motion passed unanimously. Regular session adjourned and executive session began for the purposes of personnel and real estate matters at 7:48 p.m.

Councilmember Spain motioned to exit executive session and reconvene regular session. Councilmember Williams seconded. Regular session reconvened at 8:47 p.m.

City Attorney, Jack Wilson, reported no votes were taken in executive session. The Council met to discuss personnel and real estate matters as allowed by the Open Meetings Act. Mr. Wilson stated the agenda needed to be amended to approve hiring a new employee.

Mayor King called for a motion to amend the agenda as stated by Mr. Wilson.

Councilmember Spain motioned to amend the agenda. Councilmember Williams seconded. Motion passed unanimously.

***XII. APPROVAL TO HIRE NEW EMPLOYEES:***

Mayor King called for a motion to promote Amy White to Chief Marshal at \$77,000/annual with benefits effective immediately.

Councilmember Williams motioned to approve promoting Amy White to Chief Marshal. Councilmember Spain seconded. Motion passed unanimously.

***XIII. ADJOURNMENT:***

Councilmember Spain motioned to adjourn. Councilmember Williams seconded. Motion passed unanimously. Meeting adjourned at 8:49 p.m.

*Minutes approved*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Signature*

# CITY OF DACULA

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

## COUNCIL MEETING MINUTES

January 10, 2024

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

Mayor King called the January 10, 2024 special called City Council Meeting to order at 5:30 p.m. and a roll call of the members was taken. A quorum was present.

#### **Council Members Present:**

Hugh D. King, III, Mayor  
Sean Williams, Councilmember  
Daniel Spain, Councilmember  
Ann Mitchell, Councilmember  
Denis W. Haynes, Jr. Councilmember

#### **Also Present:**

Brittini Nix, City Administrator  
Stephen Mayer, Finance Director  
Courtney Mahady, Administrative Clerk  
Kenneth Pollock, Bond Counsel  
Jack Wilson, City Attorney

### **II. NEW BUSINESS:**

The Mayor announced the purpose of the meeting to confer with the City's attorneys regarding real property acquisition matters and potential litigation pursuant to applicable exceptions to the Open Meetings Act. Upon a Motion of Councilmember Spain, seconded by Councilmember Haynes, Jr., the Council adjourned into executive session to confer with the attorneys.

After completion of the executive session, upon a motion duly made and seconded, the Council voted unanimously to return to regular session. The City Attorney reported there were no votes taken in executive session. The original documents required by State law were signed and delivered to the staff in accordance with the Open Meetings Act.

### **III. ADJOURNMENT:**

Council Member Williams moved to adjourn. Council Member Mitchell seconded. The motion carried unanimously.

*Minutes approved*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Signature*



# MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Hayes Taylor, City Planner  
DATE: February 1, 2024  
SUBJECT: Dacula 2050 Comprehensive Plan

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The Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC) reviewed and approved the City's 2050 Comprehensive Plan. During the review process, revisions were requested and made to bolster the Plan's environmental resiliency and for clarification purposes. As such, DCA and ARC have requested that the City pass a resolution ratifying the Plan to maintain Qualifying Local Government status.

Staff requests a motion to grant the Mayor the authority to sign the attached resolution ratifying the 2050 Comprehensive Plan dated February 1, 2024.



**A RESOLUTION OF THE CITY COUNCIL OF DACULA FOR THE  
ADOPTION OF THE DACULA 2050 COMPREHENSIVE PLAN UPDATE**

WHEREAS, the 1989 Georgia General Assembly enacted House Bill 215, the Georgia Planning Act, requiring all local governments to prepare a comprehensive plan in accordance with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City of Dacula followed the prescribed procedures for public hearing, plan adoption, and other requirements identified in the Rules of the Georgia Department of Community Affairs, Chapter 110-12-1, Minimum Standards and Procedures for Local Comprehensive Planning; and

WHEREAS, the City of Dacula Comprehensive Plan was found to be in compliance with the requirements and standards of Chapter 110-12-1 by the Atlanta Regional Commission and Georgia Department of Community Affairs;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dacula hereby adopts the Dacula 2050 Comprehensive Plan Update.

SO RESOLVED, this 1<sup>st</sup> day of February, 2024 by the Governing Authority of the City of Dacula.

AYES: \_\_\_\_

NAYES: \_\_\_\_

\_\_\_\_\_  
Hugh D. King, III, Mayor  
City of Dacula

\_\_\_\_\_  
Brittini Nix  
City Administrator



# DACULA 2050 COMPREHENSIVE PLAN UPDATE



**The City of Dacula**

Prepared by Hall Consulting, Inc.

**Adopted  
February 1, 2024**

# ACKNOWLEDGEMENTS

## **City of Dacula Mayor and City Council**

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

## **City of Dacula Staff**

Brittni Nix, City Administrator  
Hayes Taylor, City Planner  
Greg Chapel / Amy White, Marshals

## **City of Dacula Comprehensive Plan Steering Committee**

Trey King, Mayor  
Danny Spain, Council  
Sean Williams, Council  
Ann Mitchell, Council  
Denis Haynes, Council  
Mark Chandler, Planning Commission  
Myra Montalbano, Planning Commission  
Gene Greeson, Planning Commission  
Lisa Bradberry, Planning Commission

Monica Francis, Planning Commission  
Brittni Nix, Staff  
Hayes Taylor, Staff  
Greg Chapel/Amy White, Staff  
James Clinkscales, Community Member  
Arlene Clinkscales, Community Member  
Phyllis Lamme, Community Member  
Ellis Lamme, Community Member  
Joey Murphy, Community Member

## **Consulting Team**

Marilyn Hall, Hall Consulting, Inc.  
Robert Sills, Nelsnick Enterprises  
Mel Cochran Davis, Maypop Collaborative

# CONTENTS

Item 3.

## Introduction 4

Purpose of Plan 4

About Dacula 5

Recent and Ongoing Planning Efforts 6

## Public Engagement 9

## Community Vision 22

Vision Statement 22

Needs and Opportunities 23

Goals and Policies 27

## Elements 28

1 - Population and Housing 28

2 - Transportation 37

3 - Economic Development 43

4 - Community Facilities 47

5 - Broadband 52

6 - Land Use 54

7 - Community Building and Civic Engagement 70

## Community Work Program 73

## Appendices 91

# Introduction



## Purpose of this plan

This comprehensive plan envisions the long-term future of the City of Dacula and outlines its implementation. Over time, this plan will serve as a guide for cooperation and coordination between the City, its service providers, partners, and current and future property owners. The goals and strategies contained in this plan have been carefully crafted to support new development and redevelopment that is beneficial to the community and maintains its vision. The plan should be used to support decisions regarding growth management, transportation, housing, economic development, and quality of life over the next few decades. Furthermore, this plan fulfills Georgia Department of Community Affairs (DCA)'s requirements for local comprehensive planning and the requirements to maintain the City of Dacula's status as a Qualified Local Government which provides eligibility for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the One Georgia Authority.



### Plan Organization

This chapter introduces the comprehensive plan and briefly reviews the history of Dacula and previous planning efforts.

The next section describes the extensive public engagement effort that served as the foundation of this plan.

The Community Vision Chapter provides the Vision Statement, Needs and Opportunities, and overarching goals and policies of the City based on public engagement, the Community Vision, and analysis of data and trends. Among the Elements section of the plan is the Land Use Element.

The Land Use Element includes Character Areas. These play a pivotal role in shaping Dacula's future by preserving its quality of life and promoting sustainable growth. Character Areas will allow local authorities and residents to carefully consider the distinct historical and community building features of different areas within Dacula, whether it be the historic downtown, residential suburbs, or developing corridors.

By identifying and delineating these character areas, the comprehensive plan empowers Dacula to craft tailored land use policies, infrastructure improvements, and zoning regulations that cater to the specific needs and aspirations of each area, thereby safeguarding the city's character, fostering community cohesion, and ensuring that future development aligns with the cherished values of its residents.

## About Dacula

Dacula is located in eastern Gwinnett County, with U.S. Route 29 Business/Georgia State Route 8 (Winder Highway) the main road through the center of town. Business 29/SR 8 leads west 6 miles to Lawrenceville, the county seat, and east 11 miles to Winder. U.S. Route 29/SR 316 (University Parkway) is a four-lane highway that bypasses downtown to the south, with access from Harbins Road. University Parkway leads east 34 miles to Athens and west 12 miles to Interstate 85, which leads an additional 25 miles southwest to downtown Atlanta. University Parkway divides Dacula and provides opportunities and challenges for the city.

The vicinity of Dacula was one of the first areas in present-day metropolitan Atlanta to be settled around the time of the War of 1812, but the area remained mostly undeveloped until the late 20th century. The Dacula area is home to some of the oldest buildings in greater Atlanta, such as the Elisha Winn House, which originally acted as the courthouse for Gwinnett County.

Dacula itself began in the late 1800s near the community of Chiquapin Grove, where Dacula Elementary now stands. The town was originally named “Hoke”, after a Seaboard Air Line Railroad executive, but that name was changed due to the Post Office Department’s protest. Dacula’s name was formed from letters in Decatur and Atlanta, two cities to the west that were already prospering at the time of Dacula’s founding. The city was once home to a train station on a CSX line through northeast Georgia, although the station closed in the mid-1950s.



Figure 1 Elisha Winn House Source: <http://creativecommons.org/licenses/by-sa/3.0>

## Recent and Ongoing Planning Projects

Approved in 2020, Rowen is a new 2,000-acre development bordering Dacula to the east. It is being promoted as Georgia's hub for environmental, agricultural and medical innovation. Gwinnett County has committed to the project as demonstrated by the \$125 million Eastern Regional Infrastructure Project that provides sewer upgrades and trail amenities in the area. Although there is no master plan for Rowen, the project is expected to include offices, research facilities, public parks, and residences along State Route 316. It is expected that the project will serve as an international destination for research in the fields of agriculture, the environment, and medicine, creating approximately 18,500 jobs and bring \$1.65 billion in income to Gwinnett county by 2035, and up to 100,000 jobs at buildout.

The site will eventually include more than 22 million square feet of lab, office and civic spaces alongside a mix of multi-family residential, cafes, start-up hubs, parks and public trails. Initial work will include horizontal infrastructure such as SITES-certified complete streets, trails, sidewalks and a variety of utilities. The new roads will create access to the Rowen Village area as well as medium- and low-density areas of the site for development.

As a visionary knowledge community, Rowen plans to bring together entrepreneurs, researchers, and innovators from around the world and more than 50 research and educational institutions across Georgia.

A considerable part of the project is recognizing the site's rich history, which dates back 200 years. In the early 1800s, the land held a grist mill which the project plans to preserve the associated dam linking it to a planned trail along the river.

Additional components of the project, marked as key priorities to Rowen, include:

- The reforestation and ecological enhancement in conjunction with the open space designed for people-oriented spaces
- The support of agricultural and food source education
- Providing a living laboratory for continued research on the relationship between the built and natural worlds
- Establishing a large-scale site providing comfort, interest and beauty throughout the year

## Rowen

An overlay district with Design Guidelines was approved by Gwinnett County in 2022. The Design Guidelines establish a framework for all planning, design and placemaking associated with the development of Rowen. As the time frame for Rowen may span decades, the framework speaks to principles, components, place and scale - not style. The overlay will function as a form based code, allowing developers to be creative with design and function within a framework of sustainability, public place making, complete streets, and walkability.



Figure 2 - Rowen Overlay District - Source: ROWEN Design Guidelines, 2022

## Gwinnett County Transit Development Plan

Gwinnett's transit plan shows a Transit Transfer Facility in Dacula to be implemented in 2027. The Gwinnett County Transit Development Plan was approved in September 2023 and aspires to:



- Increase mobility options for all Gwinnett residents
- Improve access to mobility options to connect people to more places, more jobs, and support economic development
- Enhance the user's experience by making transit easy to use, safe, and comfortable
- Create vibrant multi-modal places that generate a variety of activities
- Minimize environmental impact by reducing cars on the road and using cleaner technology
- Provide robust information about mobility alternatives and their benefits to all residents

## Gwinnett County 2045 Unified Plan

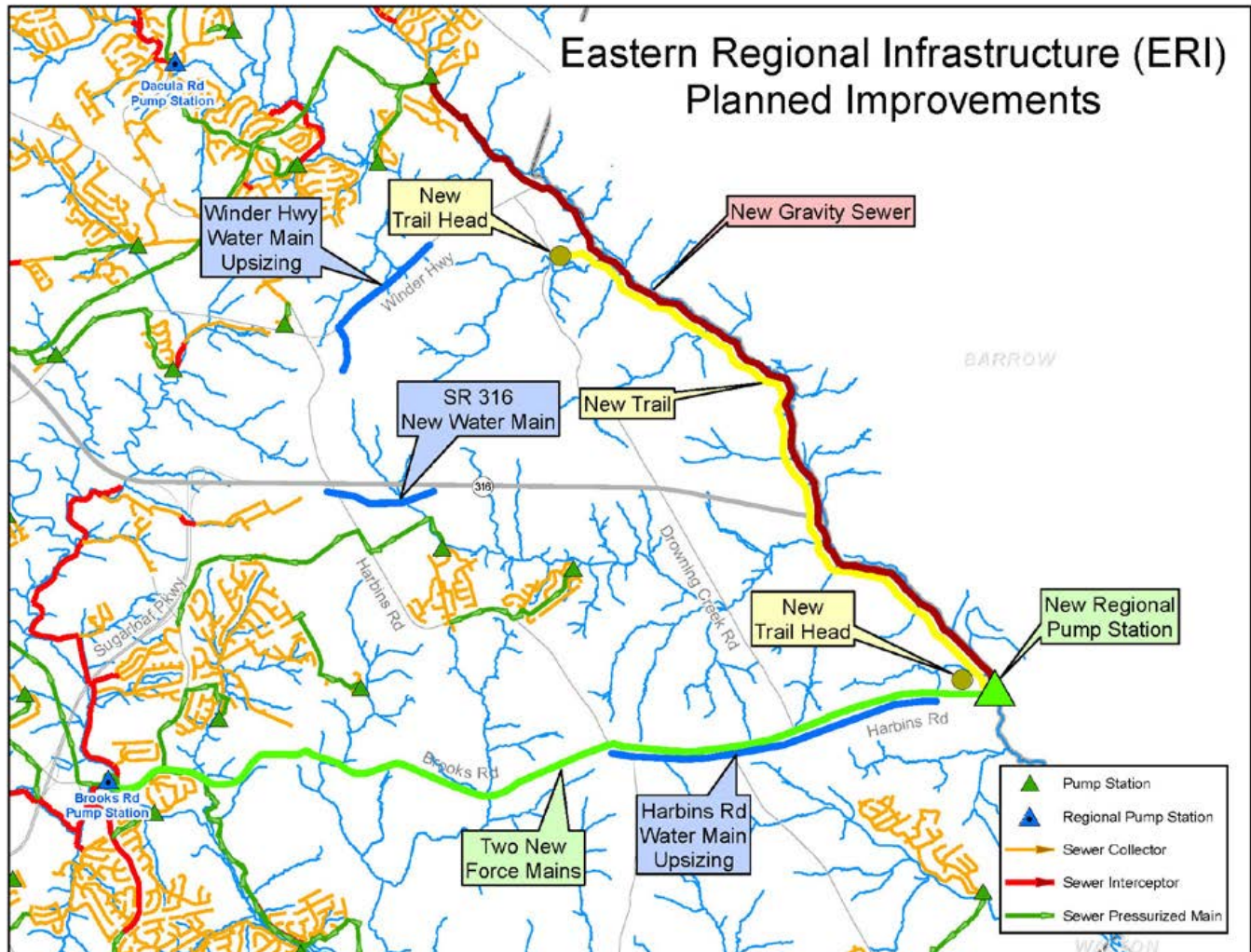
The Gwinnett County 2045 Unified Plan is the County's Comprehensive Plan Update. It is underway and will be adopted at the approximately the same time as the Dacula Comprehensive Plan. As such, this plan incorporates the most up-to-date draft information that was available at the time of this writing. As of August 15, 2023, there were two major themes to the County's Comprehensive Plan; to become more people-centered and intentional when planning for future development, and to orient future development around the idea of the "Daily Community, strengthening neighborhoods and providing community anchors for Gwinnett's diverse neighborhoods. "Daily Community" is defined as A community in which a resident can access work, goods, and services within a reasonable distance of their home (~15 minutes).

### Benefits of the Daily Community

- Less traffic
- More walkable destinations
- Shorter commutes
- Public health
- Community strength
- Keeps \$\$ within Gwinnett
- More amenities/things to do



## Gwinnett Eastern Regional Infrastructure (ERI) Project



The Eastern Regional Infrastructure (ERI) Project will provide sewer service and upgrades to water service along the eastern boundary of Gwinnett County utilizing sustainable construction practices that promote environmental stewardship and innovation.

The Gwinnett County Board of Commissioners awarded a \$125 million contract for the design and construction of the ERI Project to John D. Stephens, Inc (JDS). The project is funded by the departments of Water Resources and Community Services, including revenue from the 2017 SPLOST. Construction started in late 2021 and will be completed in early 2024.

The ERI project includes approximately:

- Five miles of new and upsized water mains
- Six miles of new gravity sewer along the Apalachee River
- Seven miles of parallel wastewater force mains along Harbins Road and Brooks Road
- A new 14 million-gallon-per-day regional sewer pump station on Harbins Road
- Five miles of new public greenway trails and two new trailheads



# Public Engagement



Public engagement and input are the cornerstones to a successful comprehensive planning process. The City of Dacula kicked off the process by laying out the foundation in a Community Engagement Plan. The plan was introduced to the City Council at a work session on June 1, 2023, and included workshops, website, survey, fliers, social media, steering committee, and interviews as described in the following pages.



## Community Engagement Schedule



Date/Time	Event	Purpose	Location
July 25 6:00 pm	Visioning Workshop	Develop a Vision for the future of Dacula	City Hall
September 14 6:00 pm	Strategic Framework Workshop	Discuss Strategies for Reaching the Vision	Maple Creek Park
October 19 4:00 - 8:00 pm	Open House Drop In	Refine Strategies and Implementation plan	City Hall

## Website

The project website, [www.daculacompplan.com](http://www.daculacompplan.com) was host to general information about the comprehensive planning process and public input opportunities. It also hosted an interactive story map and advertised upcoming events. An email portal allowed members of the community to ask questions or leave comments.



### OPEN HOUSE

HELP REFINE THE STRATEGIES AND IMPLEMENTATION STEPS FOR THE COMPREHENSIVE PLAN

**October 19, 2023**  
4:00 pm to 8:00 pm

Dacula City Hall  
442 Harbins Road  
Dacula, GA 30019

OCT 19

### Drop-In Open House

4:00 PM – 8:00 PM  
Dacula City Hall (map)

We invite you to an exciting drop-in open house session where you can review and provide feedback on the strategies and implementation steps for the Comprehensive Plan. This is your chance to actively participate in refining the blueprint for the community based on your valuable insights and comments. Together, we can shape a bright future for Dacula!

[View Event →](#)

## THURSDAYS

AT MAPLE CREEK

## PARK

Come engage with your  
Dacula Mayor and City Council.

03.16.23 05.18.23 09.14.23 11.16.23

@ 6:30 PM

### Strategic Framing Workshop

6:00 PM – 8:00 PM  
Maple Creek Park (map)

Help shape the future of Dacula at this special edition of Thursdays at Maple Street Park! Come out early (6:00 pm) and join us for an inclusive and engaging workshop, where you will explore strategies for the 30-year blueprint for the city's future. The community-driven event is open to all! Be a part of the conversation and contribute your insights to the Comprehensive Planning process.

[View Event →](#)

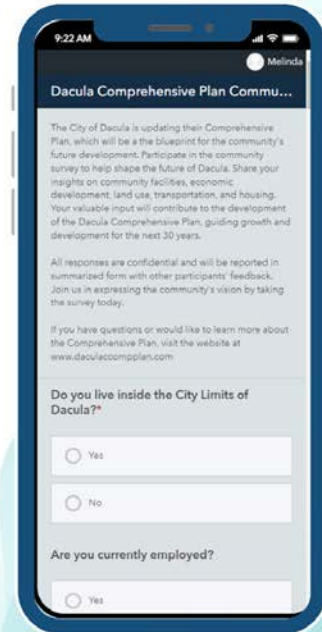
## Online Survey

### Survey

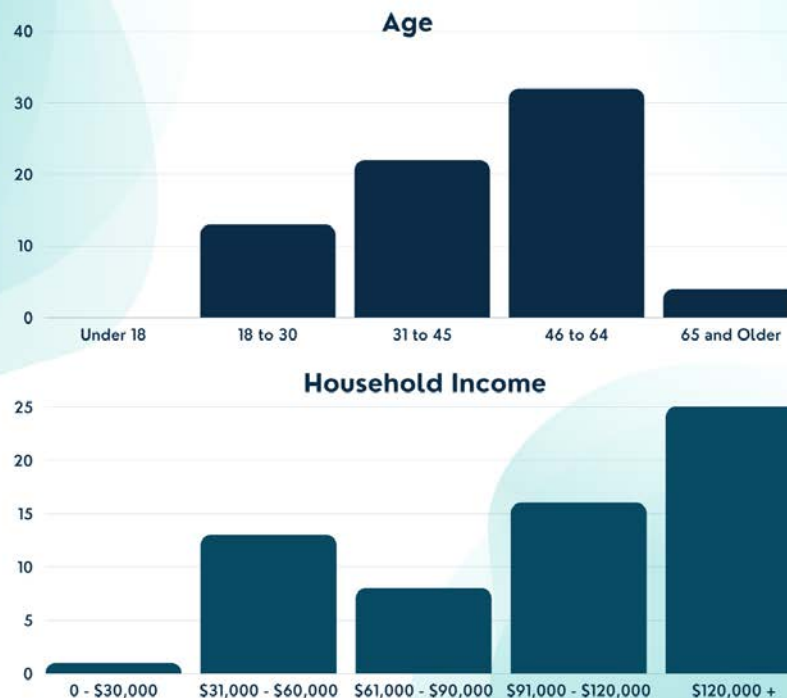
Open From June 2 - July 11

76 Responses

- 76% Live inside City Limits
- 63% Employed outside City Limits
- 30% Employer in Gwinnett County
- 24% Employer in a surrounding County

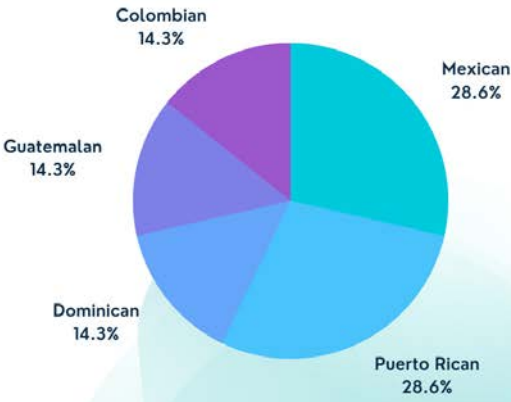
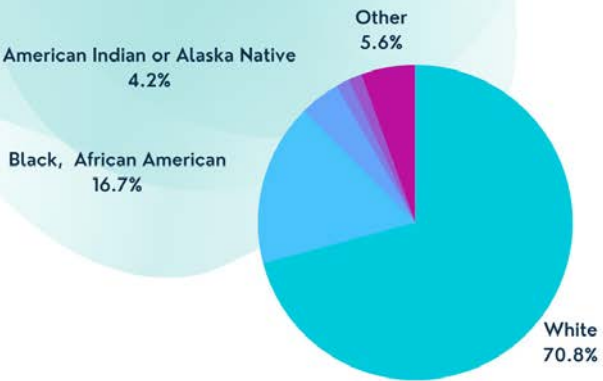


### Survey Demographics



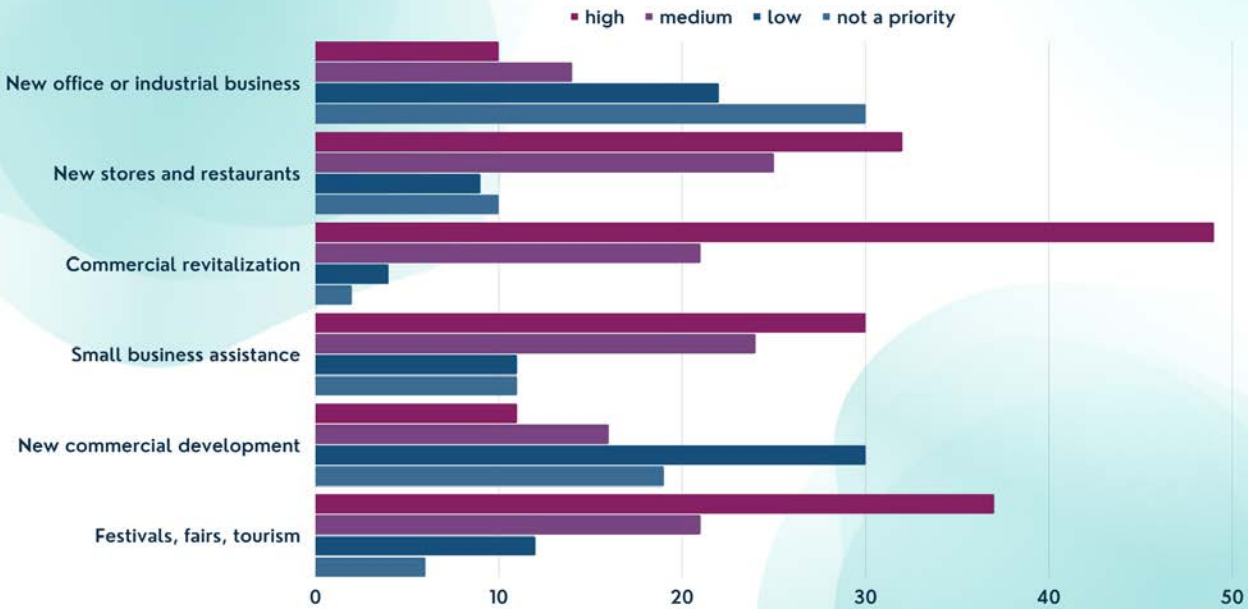
# Online Survey (continued)

## Survey Demographics

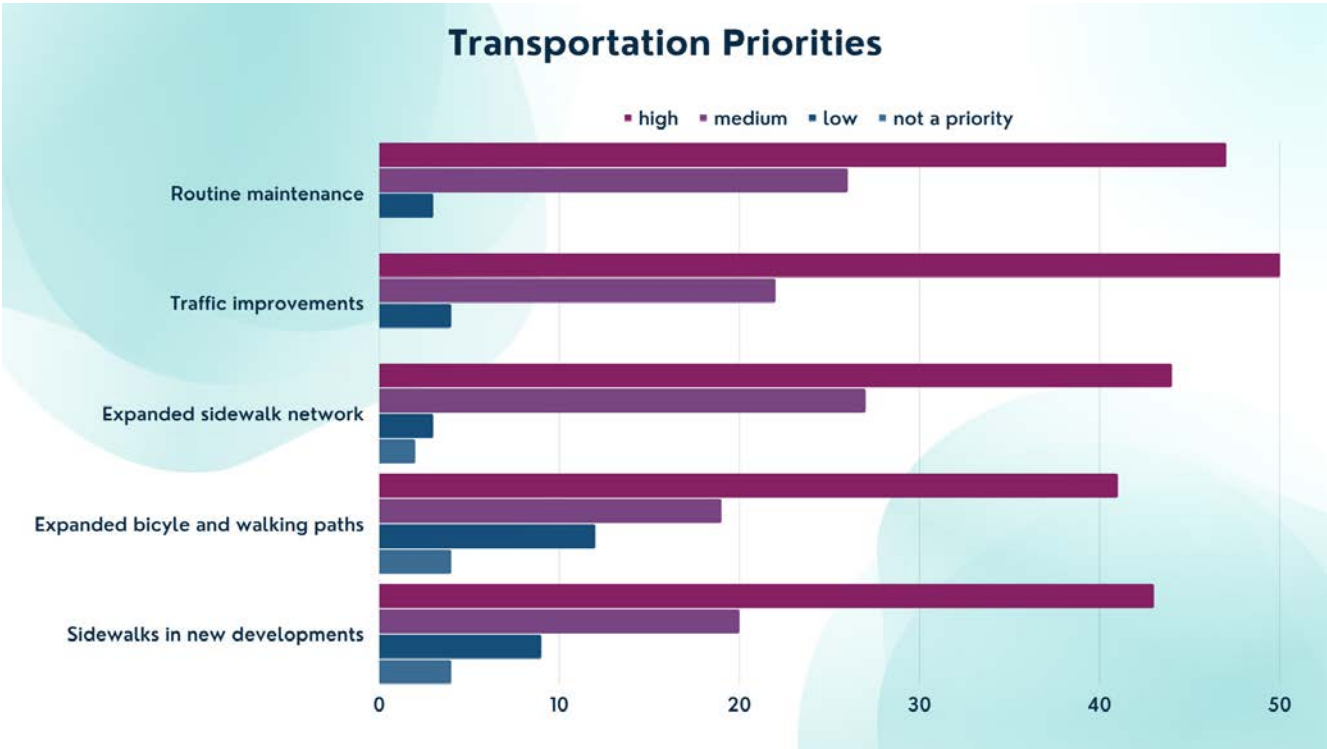


Race and Ethnicity

## Economic Development Priorities



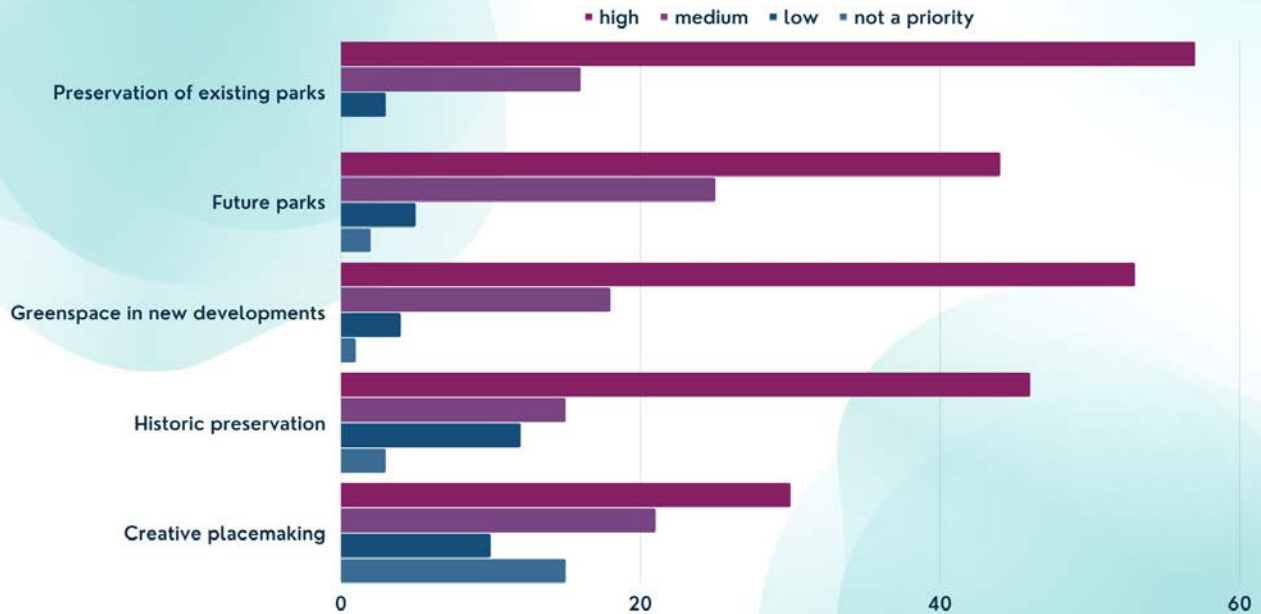
# Online Survey (continued)



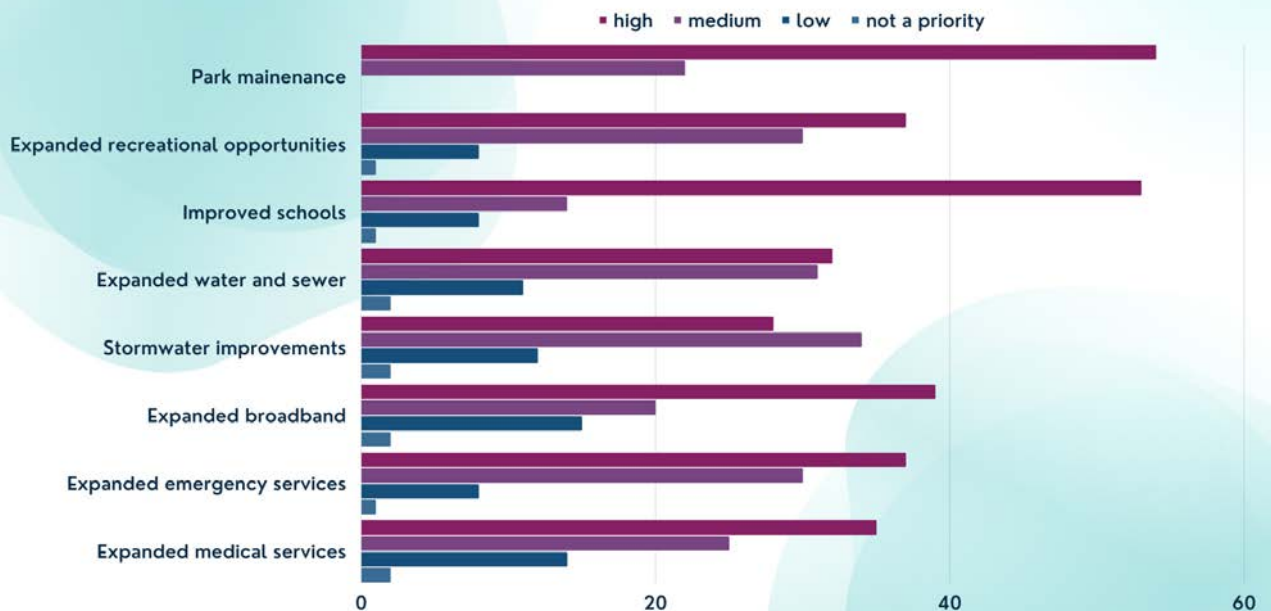


## Online Survey (continued)

### Natural and Cultural Resource Priorities

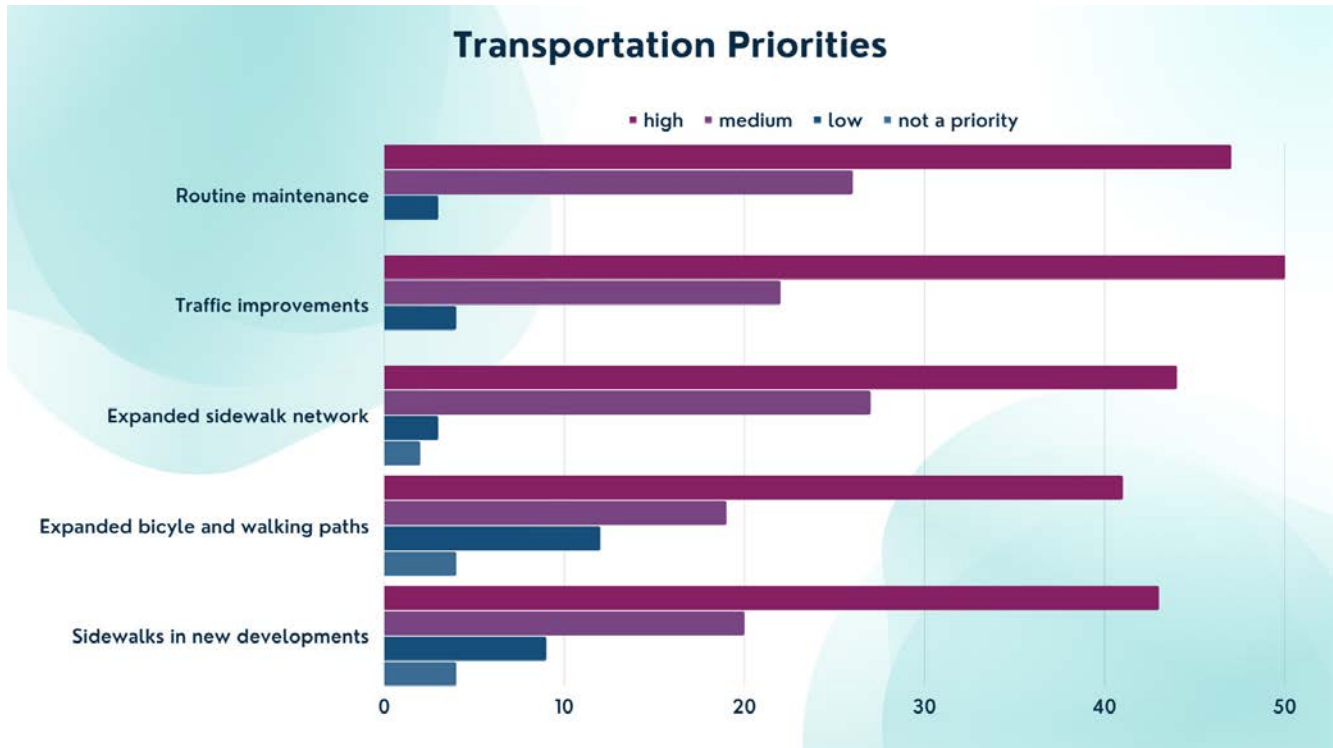


### Community Facility Priorities



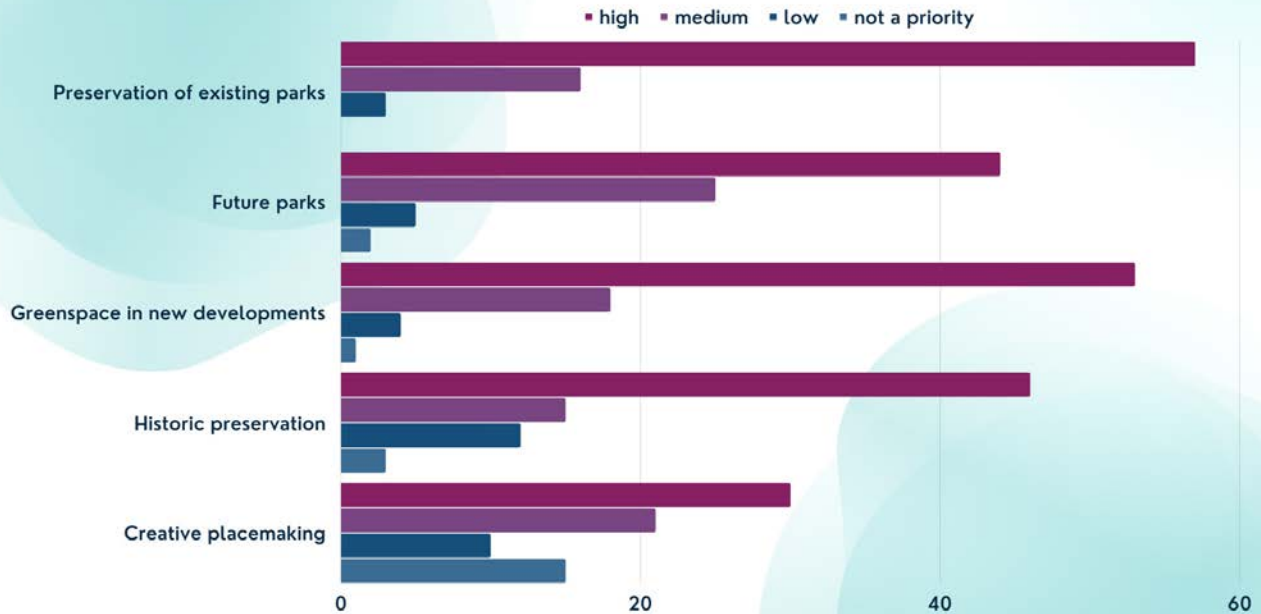


## Online Survey (continued)

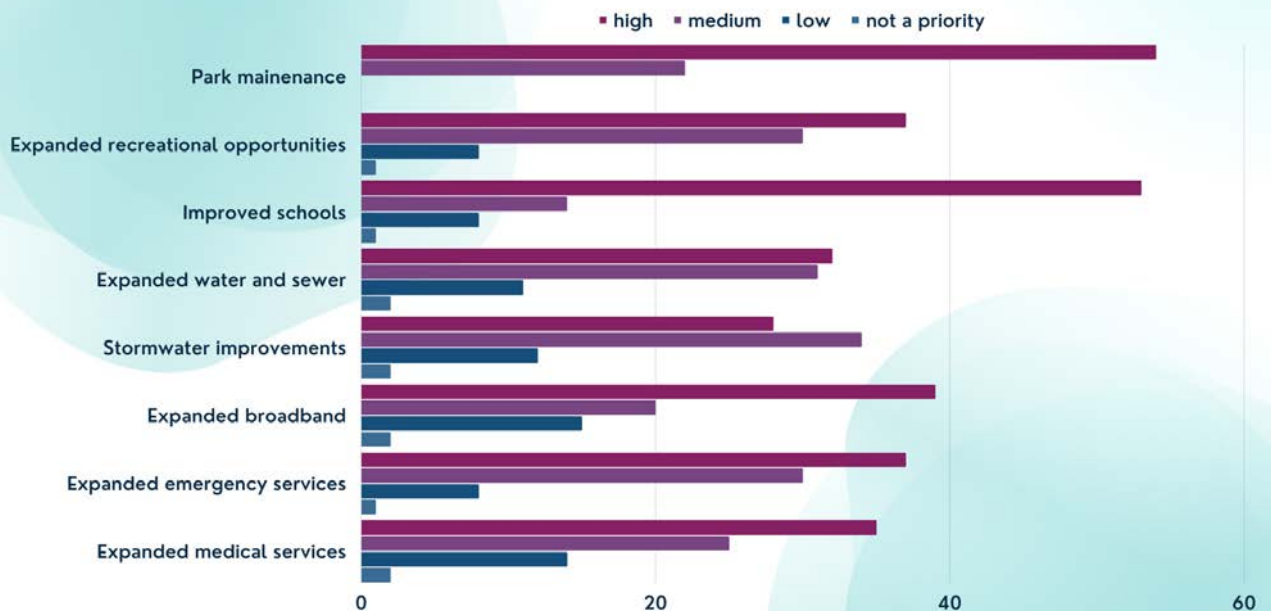


## Online Survey (continued)

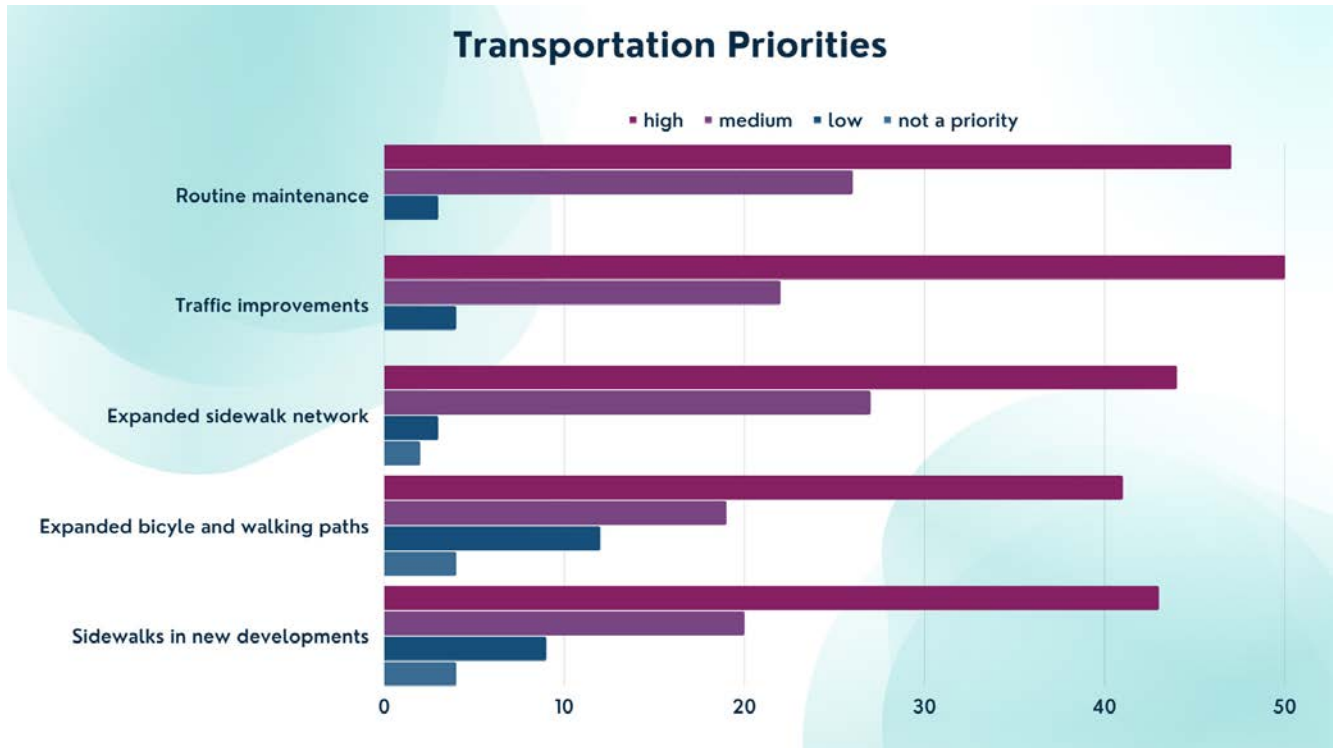
### Natural and Cultural Resource Priorities



### Community Facility Priorities



## Online Survey (continued)



## Flyers and Social Media

Information about the public input sessions and the survey was distributed through the City of Dacula's social media page. The Steering Committee distributed fliers to the community through printed copies and email attachments.

### Community Visioning Workshop

Join us in planning the future for the City of Dacula!

July 25, 2023 - 6:00 pm  
Dacula City Hall  
442 Harbins Road  
Dacula, GA 30019

[www.daculacompplan.com](http://www.daculacompplan.com)



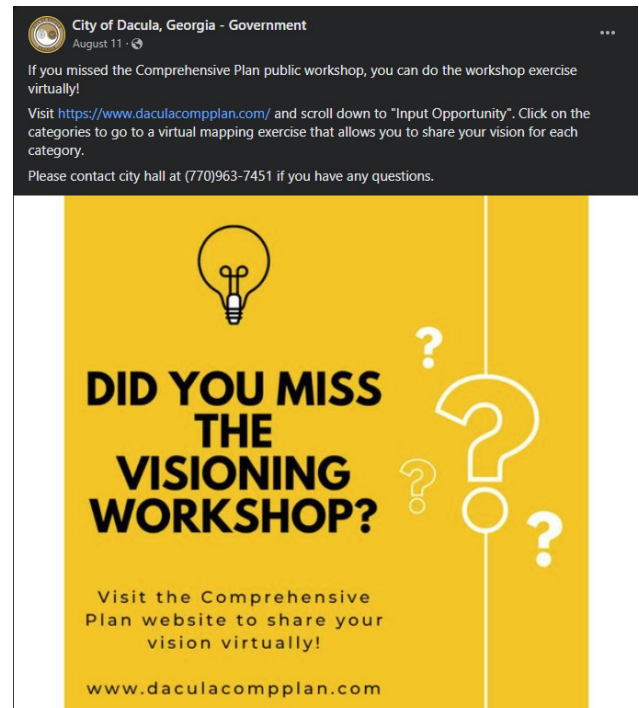
### OPEN HOUSE

HELP REFINE THE STRATEGIES AND IMPLEMENTATION STEPS FOR THE COMPREHENSIVE PLAN

October 19, 2023  
4:00 pm to 8:00 pm

Dacula City Hall  
442 Harbins Road  
Dacula, GA 30019

[www.daculacompplan.com](http://www.daculacompplan.com)





## Public Hearing #1 - Kickoff

A public hearing must be held at the inception of the local planning process. Per the DCA procedures, the purpose of the hearing is to brief the community on the process to be used, share the opportunities for public participation and to gain input on the overall proposed planning process. The City of Dacula's public hearing was held at City Hall on June 1, 2023.

## Visioning Workshop

The community visioning workshop was held on July 25, 2023. Community members learned about the survey results and information about the current and future trends for the city of Dacula. The workshop wrapped up with an interactive mapping exercise. Using the City of Dacula Community Facilities map as a base, they marked up areas where they wanted to expand or see changes for the next 30 years. Each group shared their visions at the end of the workshop.



## Strategic Framing Workshop

The strategic framing workshop was held on September 14, 2023. Two activities guided community members through a drop in style workshop targeted toward narrowing down the broad ideas and concepts that came out of the earlier visioning workshop. Attendees voted on their priorities for the major elements of the comprehensive plan, helping guide the development and prioritization of strategies. A mapping exercise challenged them to look over the future land use map and make suggestions for updates to the map.

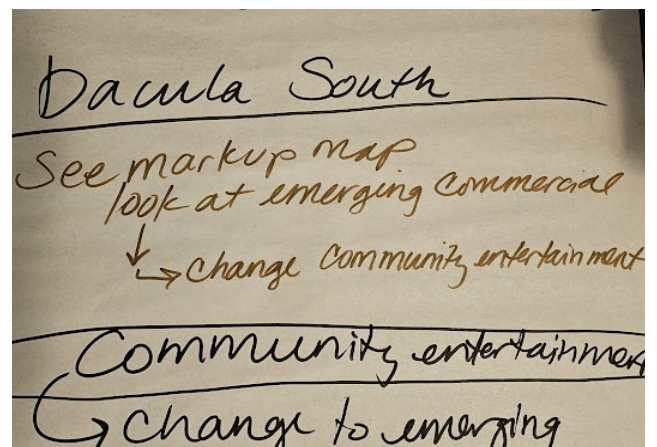


## Drop in Open House

The final public workshop was held on October 19, 2023, at Dacula City Hall and was conducted in a drop-in, open house format. Approximately 22 citizens attended the open house that was held from 4:00pm-8:00pm. There were four stations for participants to review content including a prioritization of issues and opportunities table, the draft Gwinnett County Character Area map from a separate effort, and the Character Areas Maps for the City of Dacula.

## Vision Committee

The Comprehensive Plan Vision Committee met at critical points during the planning process to review data and discuss findings from community input. Their guidance further refined and developed the community vision into feasible strategies for the plan.



## Interviews

A total of nine people were interviewed. Each interview included conversations outlined around the following questions.

1. What do you see as the biggest opportunities or challenges for Dacula in the next 5 years? 20 years?
  - Land Use? Zoning and development regulations?
  - Housing?
  - Transportation?
  - Economic Development?
  - Other, quality of life?
2. What issues and concerns do you typically hear from your community?
3. What makes Dacula unique and stand-out in the Atlanta region?
4. What projects or city initiatives should be high priorities?
5. What would you most like to see come out of the Comprehensive Plan update process? What would make the plan most helpful?
6. A summary of the results of the interviews can be found in the appendix.

Community Members Interviewed	
David Barber	GCPS Planner
Dr. James Taylor	Hebron Christian Academy
Farooq Mughal	State Representative
Jasper Watkins	Gwinnett County District Commissioner
Jerry Oberholtzer	Gwinnett County Department of Transportation
Kimberly Bussey	Dacula Middle School/Principal
Michelle Arnold	Gwinnett County Department of Transportation
Nicole Hendrickson	Gwinnett County Chairwoman
Tom Sever	Gwinnett County Department of Transportation



# Community Vision



## Vision Statement

***The City of Dacula makes effective investments in families and children, neighborhood pride, diversity, thriving economy, quality government services, and leadership.***

## Needs and Opportunities

Through analyses and conversations with City staff, elected officials, the Steering Committee, and the community, a summarized list of needs and opportunities was developed to guide policy and project recommendations. Some of these needs and opportunities have been carried over from the previous comprehensive plan due to their relevance today.

### Population and Demographics

- Need to accommodate growth of population in areas that have access to major roadways (i.e., GA-SR316, Winder Hwy, and Sugarloaf Parkway).
- Need to maintain balanced tax base and areas for future residential, commercial & employment growth in potential annexation areas adjacent to City.
- Need infrastructure projects to provide City resources to support a diverse mix of households, age groups, & economic resources.
- Need for a diverse mix of housing options, social activities & services.
- Opportunity to accommodate an increased population of elderly residents (aging is a pressing need).

### Community Facilities and Services

- Need to use appropriate community facilities as a focal point or anchor for future town center plans.
- Need new development that contributes to local infrastructure needs related to growth.
- Need funding for new infrastructure and expansion of existing facilities.
- Need land for future public facilities to keep costs down and preserve needed land before it becomes scarce and more expensive.

### Broadband Services

- Need to address disposition/removal of retired towers.
- Need to identify specific locations with inadequate services.
- Opportunity to support public/private coordination to expand service into unserved areas and capacity into underserved areas.

## Needs and Opportunities (continued)

### Natural and Cultural Resources

- Need to maintain and protect greenspace and sensitive natural resources.
- Need to protect floodplains, wetlands, steep slopes, and wildlife habitat areas.
- Need to protect water resources and water quality, including groundwater recharge areas near Fence Road.
- Need smaller lot sizes for new middle class homes (continued large residential lots consume more land, yield fewer housing units, and may consume remaining woodlands, pastures, and steep slopes).
- Need to provide diverse recreation choices for Dacula residents. Gwinnett County is pursuing large parks. City may need smaller parks, green space, and open spaces.
- Opportunity to support a “greenway” corridor along the Apalachee River to enhance value to residents and visitors.
- Need to identify a “downtown” and follow up on opportunities to develop public use amenities such as a community or cultural arts facility or a traditional downtown square.
- Need to maintain environmental resources and rural structures that provide sense of place and cultural identity of Dacula which may be lost to redevelopment.
- Need to consider value of existing scenic views to weigh whether new development uses the scenic resource or obstructs it.
- Need to promote sustainable and energy-efficient development.

### Community Building and Civic Engagement

- Need to educate the public on opportunities for civic engagement and events.
- Need for a cultural or arts center that would host events, festivals, workshops, etc.
- Need to promote youth leadership and social connections with diverse populations.
- Need to create a town center for public amenities, events, and social gatherings.
- Opportunity to create additional events and opportunities for community building and engagement.

### Economic Development

- Need to provide employment opportunities in the City relative to its residential population.
- Need City branding for a positive identity.
- Opportunity to redevelop and revitalize downtown Dacula.
- Need to improve the aesthetic appearance of older strip shopping centers.
- Need to identify and create City “Gateways” to enhance community identity and provide way finding for visitors.

## Needs and Opportunities (continued)

### Land Use and Development Patterns

- Opportunity to redevelop and revitalize vacant or underutilized commercial properties in historic downtown near Winder Hwy.
- Opportunity to identify “placemaking” strategies to develop vibrant town center serving as community focal point.
- Need to identify development opportunities and growth pressures caused by extension of Sugarloaf Pkwy to SR 316.
- Opportunity to encourage development of major employment centers and mixed use activity centers at major highway intersections.
- Opportunity to encourage high quality mixed use development to create live-work-play community activity centers.
- Opportunity to develop higher density housing options located in or near mixed use activity centers to support pedestrian-oriented retail and services.
- Opportunity to avoid excessive segregation of land uses and “traditional” zoning approaches to minimize traffic and the need to drive between activities.
- Need to encourage incentives to redevelop depressed areas under the City’s zoning and development regulations.
- Opportunity to develop appropriate design and signage standards to support the City’s efforts to rehabilitate unattractive areas.

### Transportation

- Need to consider alternative modes of transportation and support mixed use development.
- Opportunity to consider connectivity in the road layout of new residential subdivisions.
- Opportunity to explore commuter rail as an alternative to roads to improve air quality and reduce potential traffic on road corridors.
- Need to develop transportation improvements to be made concurrent with development.
- Opportunity to support multi-modal access to commercial centers.
- Opportunity to explore opportunities for additional pedestrian and bicycle mobility along new connecting corridors or improved existing corridor or access to the Apalachee River corridor and its tributaries.
- Need to address high volumes of through trips compared to the volume of traffic generated by the local Dacula population.
- Need to determine the best possible locations for a commuter station related to the “Brain Train” concept proposal to come through Dacula.
- Opportunity to develop dedicated bicycle and pedestrian infrastructure to promote alternate travel modes.
- Opportunity to utilize federal funding to transition to electric vehicles per ARC’s Regional Transportation Electrification Plan.

## Needs and Opportunities (continued)

### Intergovernmental Coordination and Communications

- Opportunity to support the annexation of the properties identified by the Comprehensive Plan.
- Opportunity to coordinate with Gwinnett County on future land uses and the provision and timing of infrastructure development in the sphere of influence around the City.
- Need to work with Gwinnett County, Barrow County, the City of Auburn, and regional planning entities to address issues regarding water and sewer infrastructure, land use, transportation, and protection of environment resources.
- Opportunity to use service delivery agreements with the County (and other entities) when the value provided by the other entity meets with the interests of the City.
- Need to maintain positive working relationships with the Gwinnett County Board of Education to serve local education needs and maintain the health, safety and welfare of the schools and school attendance districts located in and adjacent to the City.
- Opportunity to engage in intergovernmental relationships such as those between fire, police, EMS, and other services to save resources and provide redundancies to ensure residents' health and well-being.

### Intergovernmental Coordination and Communications

- Opportunity to maintain cooperative agreements with water and power utility providers, planning agencies, and regulators such as Georgia Power, Oglethorpe Power, MEAG, the Metropolitan North Georgia Water Planning District, Gwinnett Water services, the Atlanta Regional Commission, and other public elements of State and federal agencies and private entities that encourage coordination between providers and assist in deciding on shared infrastructure and promotion of the best interests of local citizens.

## Needs and Opportunities (continued)

### Housing and Social Services

- Need to encourage the redevelopment of substandard housing and older manufactured housing in declining neighborhoods.
- Opportunity to increase options for attached housing, such as townhomes, condominiums, and mixed use.
- Opportunity to coordinate housing development with town center planning to provide medium density and traditional neighborhood development near mixed use amenities.
- Opportunity to work with Gwinnett County programs to provide special needs housing and social services, such as the Gwinnett Consolidated Plan and Community Development Block Grant (CDBG) program.
- Opportunity to coordinate with non-profit organizations to provide affordable housing and social services.
- Need to identify areas where single-family, large lot development can be modified to address alternative housing needs.
- Need to create mixed use districts that include mixed types of housing that promote revitalization in designated areas.
- Need to identify special needs for seniors (smaller households, low income and moderate-income households) that are expected to increase throughout the next two decades.

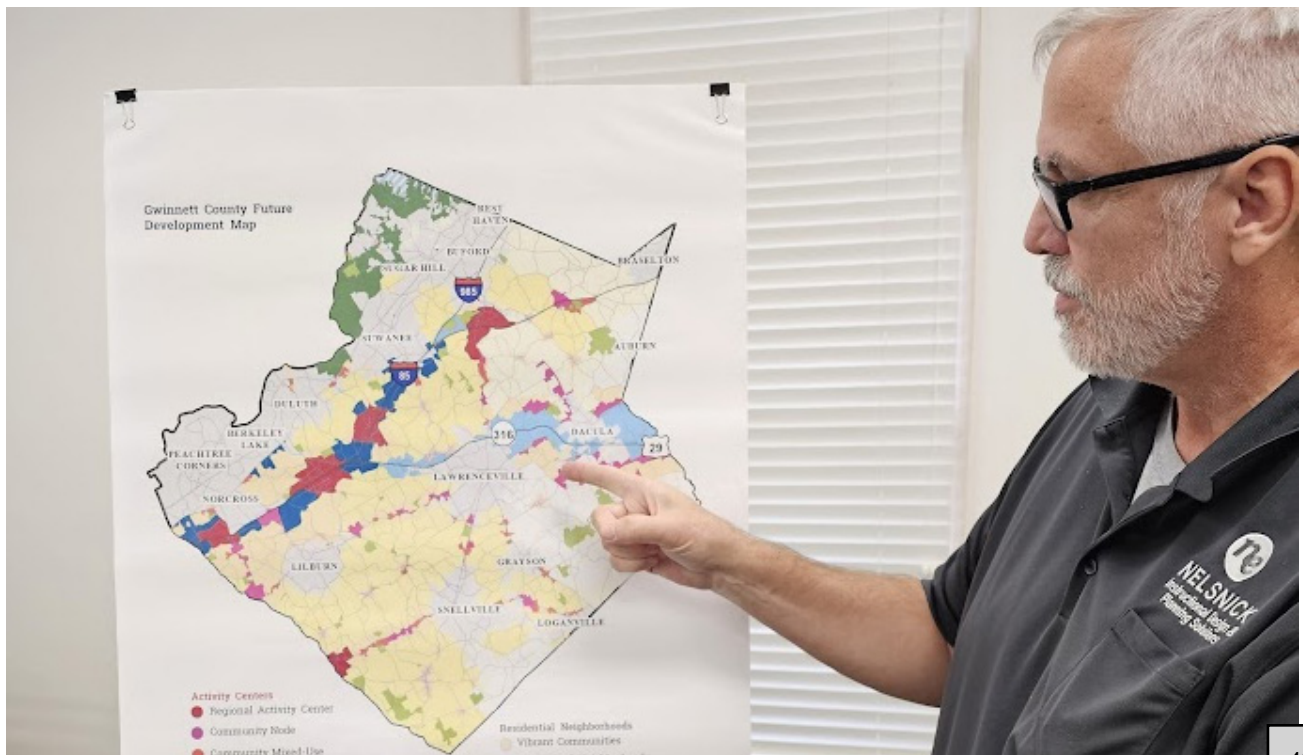




## Goals and Policies

The comprehensive plan is intended to provide a guide to everyday decision-making for use by local government officials and other community leaders. Local planning requirements specify that the local government must include a goals element, with policies to provide ongoing guidance and direction to local government officials for making decisions consistent with addressing the identified needs and opportunities. In this plan, Goals and Policies are included within each element as they apply to each element. The goals below are more general, and apply to every decision the city makes, regardless of the planning element.

- Ensure a safe community
- Encourage positive development of youth
- Foster neighborhood pride and increase sense of community
- Maintain an attractive City
- Recruit and retain a highly-skilled and diverse workforce
- Ensure long-term financial stability
- Protect and conserve community resources when making decisions about future growth and development
- Optimize staff effectiveness through training, technology, equipment, and facilities



# Element One Population and Housing

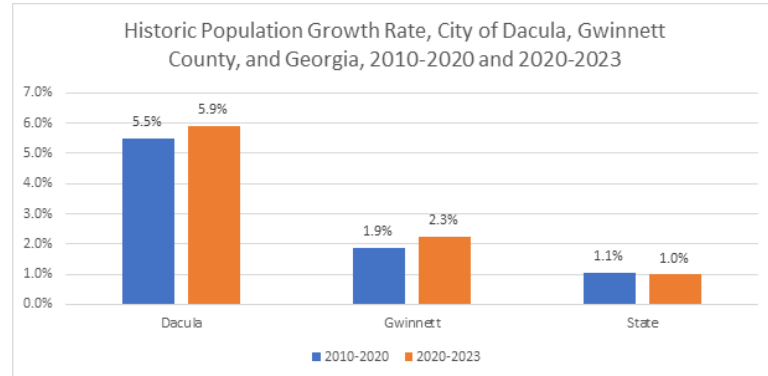


## Population

### Growth Rate

In 2023 the estimated population of the City of Dacula was 8,101, representing a 82% increase from 2010. The growth rate in Dacula was significantly higher than Gwinnett County and the State of Georgia.

Figure 1



Source: 2010 & 2020 US Census

### Household Size

The average household size in Dacula is about 3.26. Households tend to be larger in Dacula than in Gwinnett County (3.01) and in the State of Georgia (2.67).

Table 1: Household Size, Dacula, Gwinnett County, Georgia

	Persons Per Household
Dacula	3.26
Gwinnett County	3.01
Georgia	2.67

Source: 2010 & 2020 US Census

### Population Forecast

Forecasting the population for Dacula is difficult. The future growth rate depends on decisions made by the City. The table and figure on the next page show three population growth scenarios. The first is a projection based on the annual growth rate from 2020 to 2023, which was 5.9%. This scenario has the 2045 population forecasted at 25,576. The second scenario is based on the annual population increase from 2020 to 2023. The population increased by an average of 406 persons per year between 2020 and 2023. Using this method, the forecasted population in 2045 is 10,539. The third method uses the amount of vacant land as of 2023 and zoning classifications to calculate the maximum population at buildout. This forecast assumed the household size remains relatively large as shown in Table 1. Table 2 shows the population forecasts for Dacula utilizing the three methods.

Table 2: Dacula Population Forecasts

	Annual Growth Rate (2020 vs 2023)	Annual Population Increase (2020 vs 2023)	Buildout in 2045
2010	4,442	4,442	4,442
2020	6,882	6,882	6,882
2025	9,086	8,913	8,763
2030	11,769	9,320	10,419
2035	15,244	9,276	12,074
2040	19,746	10,133	13,730
2045	25,576	10,539	15,385

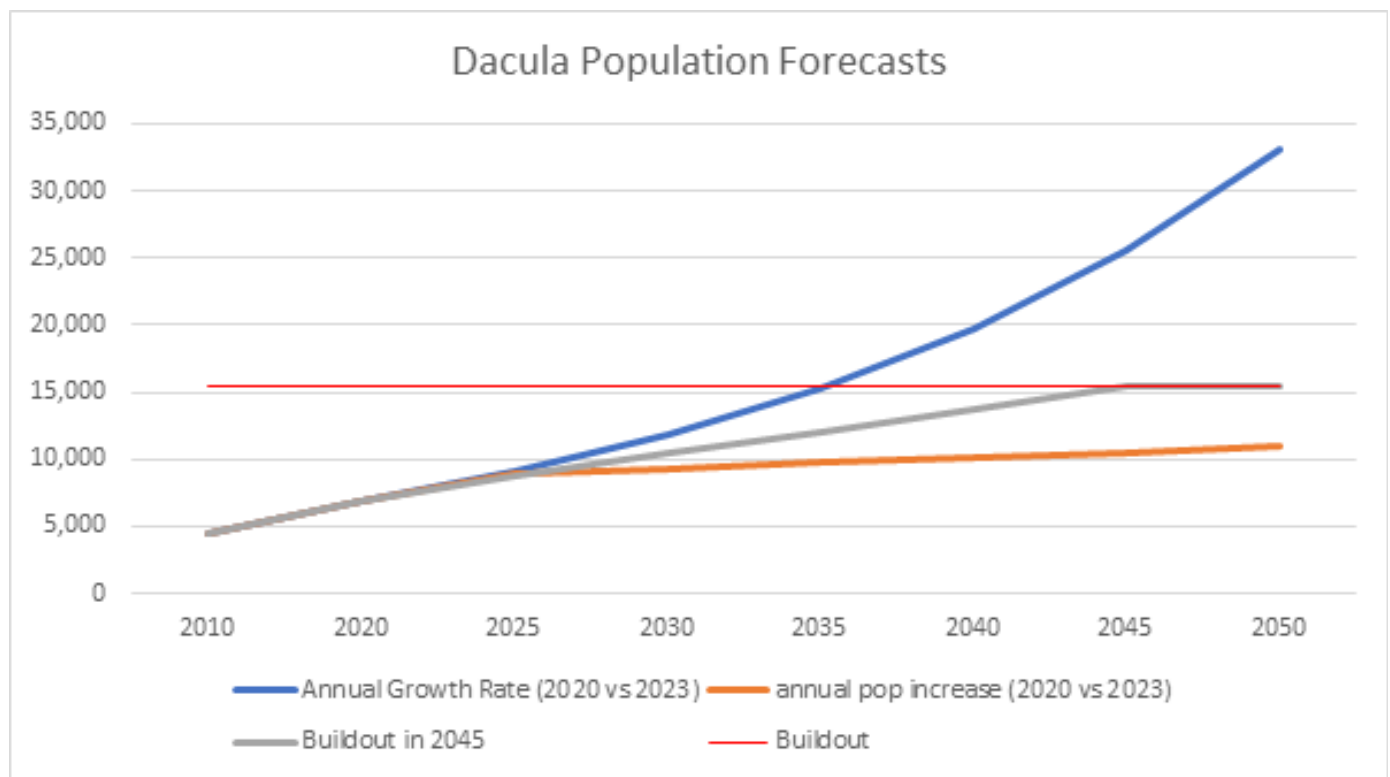
Source: 2010 & 2020 US Census, Governor's Office of Planning and Budget, Series 2021, Hall Consulting Calculations



## Forecasts and Buildout

Figure 2 illustrates three different population forecasts. The red line shows maximum buildout given the amount of vacant land in the city and its zoning. Using the annual growth rate method, buildout is reached in 2035. If the City grows at the same rate as it did from 2020 to 2023 it will need to annex additional land by 2035 to accommodate this growth. If the city grows by 406 people every year moving forward it will not reach buildout before 2050. Finally, if the city grows at a rate to reach buildout in 2045, the average growth rate would be about 3.5% per year.

Figure 2



Under the buildout scenario and using the Atlanta Regional Commission's forecasts for Gwinnett County, Dacula will account for more than 1% of the County's population by 2040. In 2010 it accounted for .55% and in 2020 it accounted for .72% of the County's population. (Table 3)

Table 3: Population Forecast, Dacula, Gwinnett, and Georgia

	2010	2020	2025	2030	2035	2040	2045
<b>Georgia</b>	9,687,653	10,710,017	11,242,166	11,742,622	12,203,589	12,632,994	13,028,837
<b>Gwinnett County</b>	805,321	957,062	1,064,907	1,172,752	1,252,395	1,332,037	1,408,390
<b>City of Dacula</b>	4,442	6,882	8,763	10,419	12,074	13,730	15,385
<b>Dacula's % County Population</b>	.55%	.72%	.82%	.89%	.96%	1.03%	1.09%

Source: 2010 & 2020 US Census, Governor's Office of Planning and Budget, Series 2021, Hall Consulting Calculations

## Age

Composition by age group varies throughout the region. Dacula has significantly more children under 18 years old than Gwinnett County or the State of Georgia. Neither Dacula nor Gwinnett County has a high percentage of residents in retirement or nearing retirement.

Figure 3

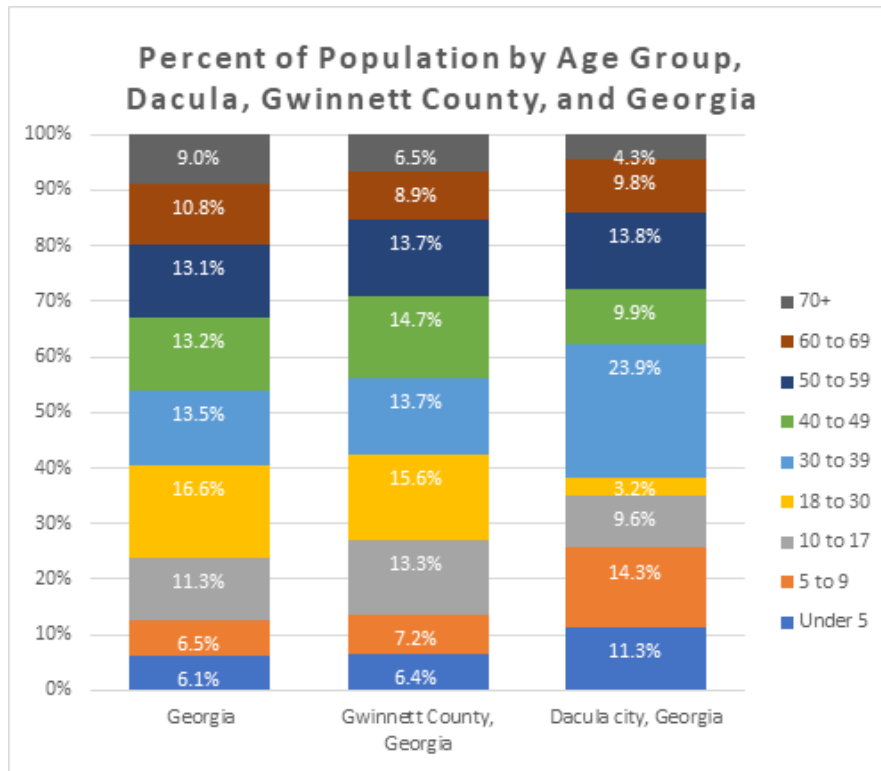


Figure 4

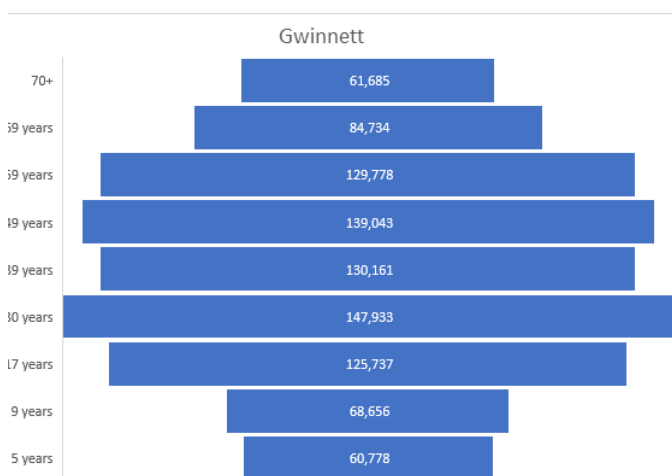
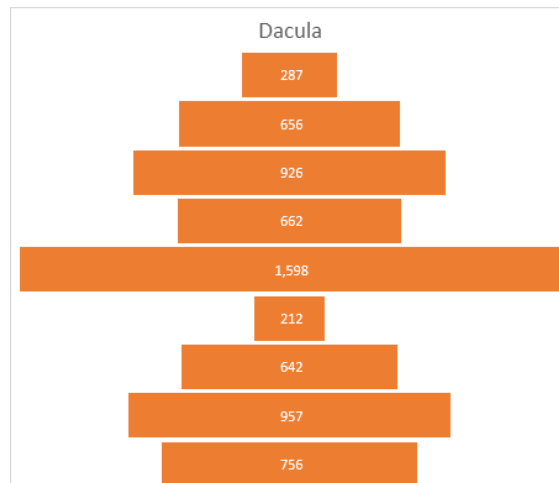


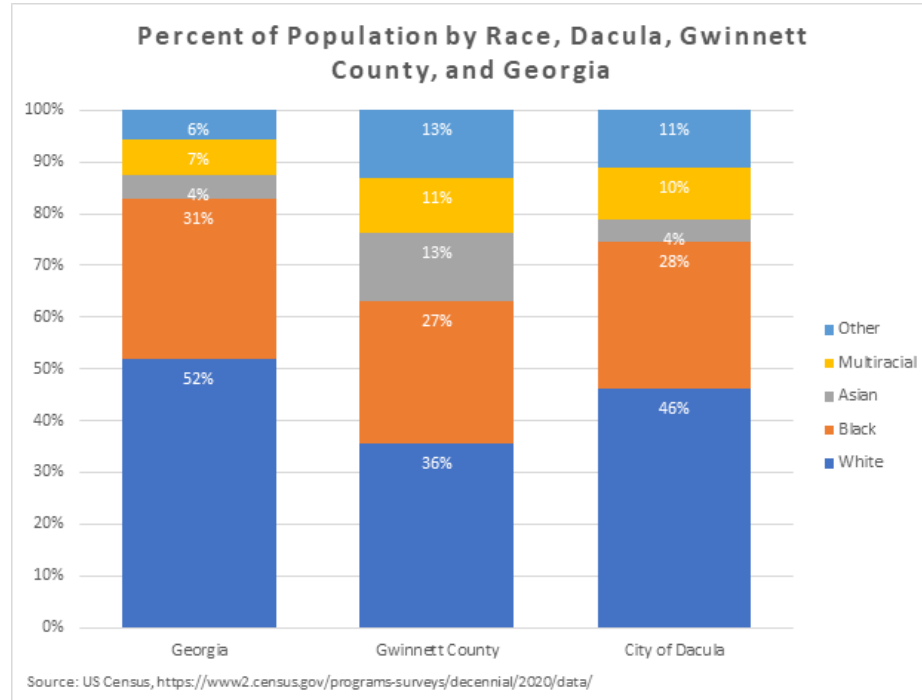
Figure 5



Source: US Census, <https://www2.census.gov/programs-surveys/decennial/2020/data>

## Race and Ethnicity

Figure 6



White residents make up about half of the population of Dacula and black residents make up about a third. Although Gwinnett County has a relatively large percentage of persons of Asian descent, much more than the State, Dacula has about the same percentage of Asian residents as Georgia.

## Income

Table 4 Income, Georgia, Gwinnett County, Dacula

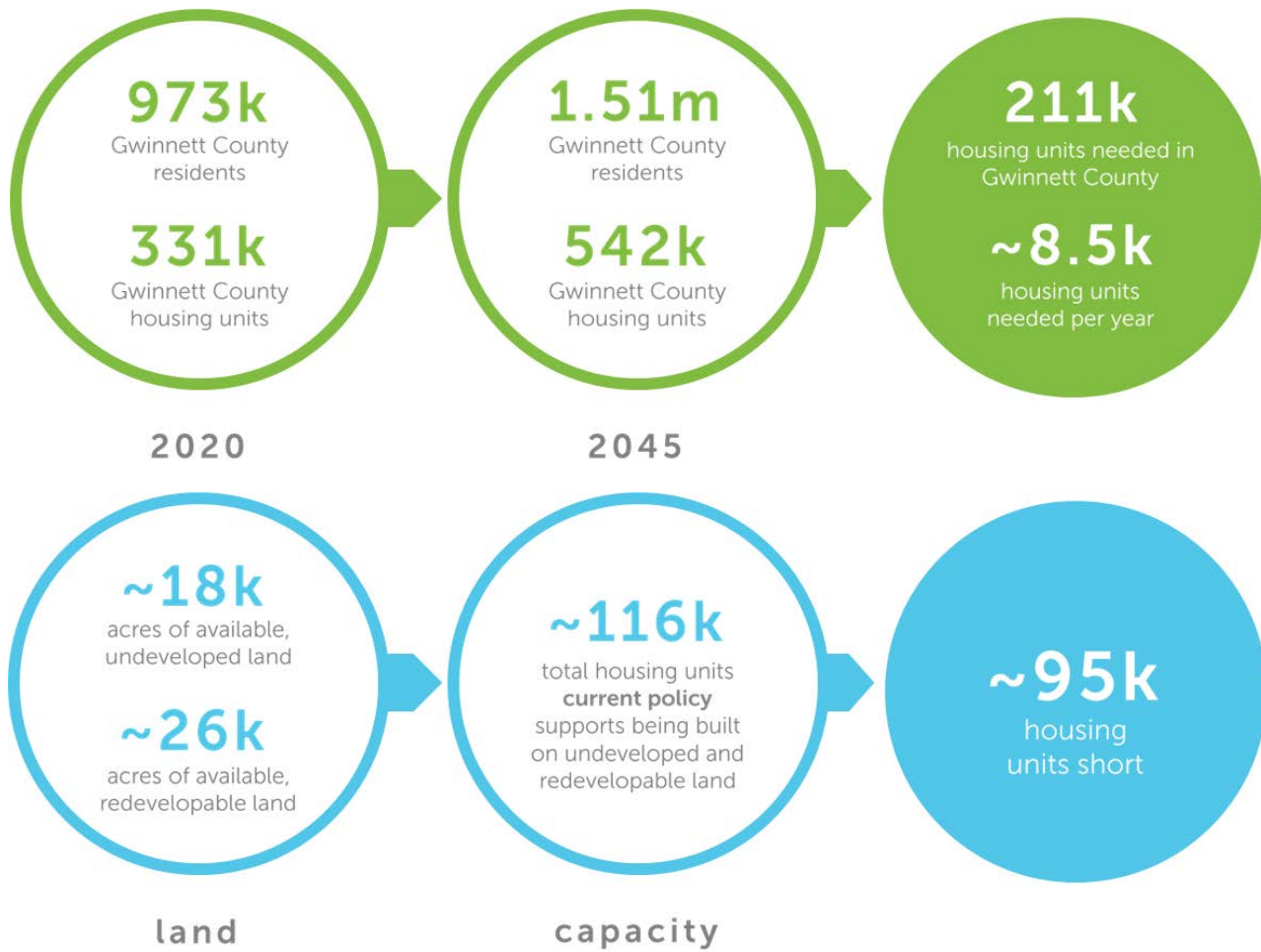
	Georgia	Gwinnett County	Dacula
<b>Median household income (in 2021 dollars)</b>	\$65,030	\$75,853	\$87,666
<b>Per capita income in past 12 months (in 2021 dollars)</b>	\$34,516	\$33,870	\$26,778
<b>Persons in poverty, percent</b>	14.00%	10.80%	2.60%

Source: Census Quick Facts 2017-2021

Households in the City of Dacula tend to be in higher income categories than Gwinnett County and the State. The median household income is significantly higher in Dacula than in Gwinnett County, but per capita income is lower. This can be attributed to the larger household size in Dacula, when compared to the County and State. Additionally, poverty rates are very low in Dacula.

## Housing in Gwinnett County

Figure 7



Source: Gwinnett County 2045 Unified Plan, Board of Commissioners – Interim Update, August 15, 2023

More than 200,000 additional housing units are needed to provide homes for the expected 2045 population of Gwinnett County. Current policies in Gwinnett County lead to a shortfall of about 95,000 housing units. Gwinnett County and its cities need to change their patterns of development to accommodate future growth.

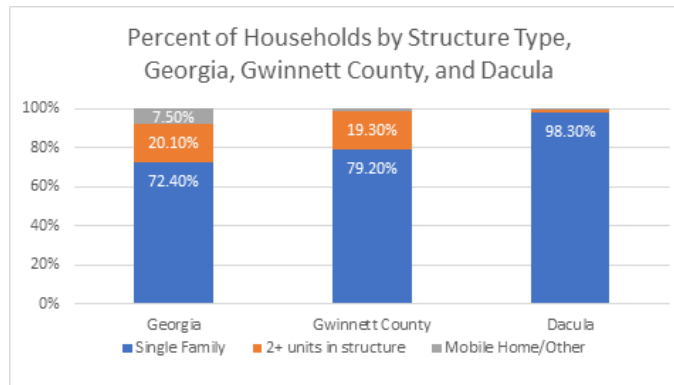
## Housing in Dacula

### Household type of structure

Dacula's housing is predominantly single-family as shown in the figure

below.

Figure 8



### Owner Occupied vs. Rental

The majority of housing in Dacula is owner-occupied. At 80%, this is much higher than Gwinnett County (67%) and the State (65%). Also, the average age of a home in Dacula is younger than the county or the state. The median year a home was built is 1998 for Dacula, 1994 for Gwinnett, and 1990 for the State.

Table 5: Share of owners and renters

	Georgia	Gwinnett County	Dacula
<b>Owner-occupied housing units</b>	64.50%	66.90%	80.00%
<b>Renter-occupied housing units</b>	35.50%	33.10%	20.00%

Home prices have increased all over the country in the last decade. The same is true for Dacula and Gwinnett County. However, home prices in Dacula have risen slower than in the county as a whole.

Table 6: Home Prices in Dacula, Georgia

	Gwinnett County	Dacula
<b>Median cost of a home (April 2023)</b>	\$400,000	\$428,000
<b>Median cost of a home (April 2020)</b>	\$257,900	\$312,750
<b>% Change in cost of a home April 2020 vs 2023</b>	55%	37%

Source: Realtor.com, <https://www.realtor.com/realestateandhomes-search/>, accessed May 31, 2023



## Housing Goals and Policies

**Goal: Provide housing opportunities that ensure Dacula is a lifetime, multigenerational community for residents across the socioeconomic spectrum**

### **Policies**

- Encourage more diverse housing types other than single-family detached homes to accommodate new residents and to adapt to the changing needs of the city's population.
- Provide opportunities for affordable home ownership by allowing a diverse stock of housing intended for individual ownership such as condominiums, townhomes, cottages, and bungalows.
- Encourage mixed use developments that combine housing with office, retail, commercial, and/or industrial.
- Encourage infill development.
- Integrate housing, transportation and land use plans to improve mobility to and from jobs and other primary destinations.
- Encourage profit and nonprofit collaboration on mixed income, mixed use housing development to serve a diverse population.
- Assist homeowners and home buyers in finding information regarding federal or other tax credits.
- Create a diverse mix of housing types, densities and amenities in new housing subdivisions and development projects to accommodate a mix of income and family needs.
- Support transit options in mixed use activity centers.

**Goal: Stimulate infill housing development in existing neighborhoods**

### **Policies**

- Identify and support financial resources for home buyers and the rehabilitation of existing housing stock.
- Develop affordable housing repair and infill programs to assist homeowners, buyers, and landlords to focus on basic shelter, building envelope and major systems (electric, plumbing, & mechanical). Provide support and technical assistance to neighborhoods and organizations that provide nonprofit housing development assistance such as Community Development Corporations.
- Protect and improve public resources such as local access streets, public stormwater drainage facilities, neighborhood parks, and sidewalks.

### **Goal: Address dilapidated and substandard housing**

#### **Policies**

- Ensure no resident of Dacula has to live in unsafe or unsanitary conditions in alignment with city codes.
- Support programs for weatherization, water conservation, and other efficiency programs to lower utility costs.
- Assist aging owners, disabled residents, and other housing occupants through coordination of volunteer clean up and repair efforts.
- Identify and support financial resources for homebuyers and the rehabilitation of existing housing stock.
- Use Federal, State, and regional assistance programs and funding to help carry out neighborhood revitalization and affordable housing initiatives appropriate to Dacula and Gwinnett County.

### **Goal: Encourage development of housing opportunities that enable residents to live close to where they live their lives**

#### **Policies**

- Encourage compact development and urban housing initiatives that integrate housing into mixed use development to provide compact communities with opportunities to live, work and play within the same community.
- Increase and expand mobility with more bicycle and pedestrian options.
- Continue to construct more sidewalks that connect homes to work and shopping facilities.
- Integrate housing, transportation and land use plans to improve mobility to and from jobs and other primary destinations.
- Support transit options in mixed use activity centers.
- Provide more housing choices in addition to large lot single-family detached residential at appropriate locations.

## Housing Strategies

### 1a

#### Create a “Livable Centers Initiative” (LCI) Plan to provide an opportunity for the City to specify redevelopment of central area to include a variety of housing types

The Livable Centers Initiative (LCI) is a program administered by the Atlanta Regional Commission (ARC) that provides grants and planning support to communities in the Atlanta metropolitan area to create more livable, walkable, and vibrant centers. An LCI plan can provide a conceptual master planning document to direct development, redevelopment, public investment, and other important activities.

### 1b

#### Encourage Infill Development

Infill development converts once empty and dilapidated lots into residential developments. Focusing on creating infill affordable housing allows more accessibility to jobs and other resources. Infill development occurs in existing urban areas, meaning that it is easy to integrate these new developments into transportation and other infrastructure systems. Many people that would be living in affordable housing have limited access to cars, so being far from the urban center where a high concentration of jobs are located is an equity issue with greenfield development. Infill development allows residents to have easy access to existing transportation systems and promotes walkability, which is beneficial to those who may not have the financial means to cover the costs associated with owning a vehicle such as fuel costs, registration, and reserved parking, which can come at a premium in urban areas. In broader terms, infill development allows more people of various socioeconomic backgrounds to participate in the local economy.

# Element Two Transportation



## Transportation Overview

The inventory and assessment for the transportation element of the comprehensive plan includes facilities for vehicles, trains, bicycles, and pedestrians. A starting point for this review is the City of Dacula, Georgia 2019 Comprehensive Plan. Additionally, regional and state plans have been reviewed to identify potential projects that may impact the City of Dacula. The purpose of this inventory and assessment is to identify potential projects that could address existing and future transportation needs.

### **Inventory and Assessment**

The following is an inventory and discussion of the transportation facilities available to Dacula residents and businesses. Most of this data is from the 2019 Comprehensive Plan and updated with more recent information if available.

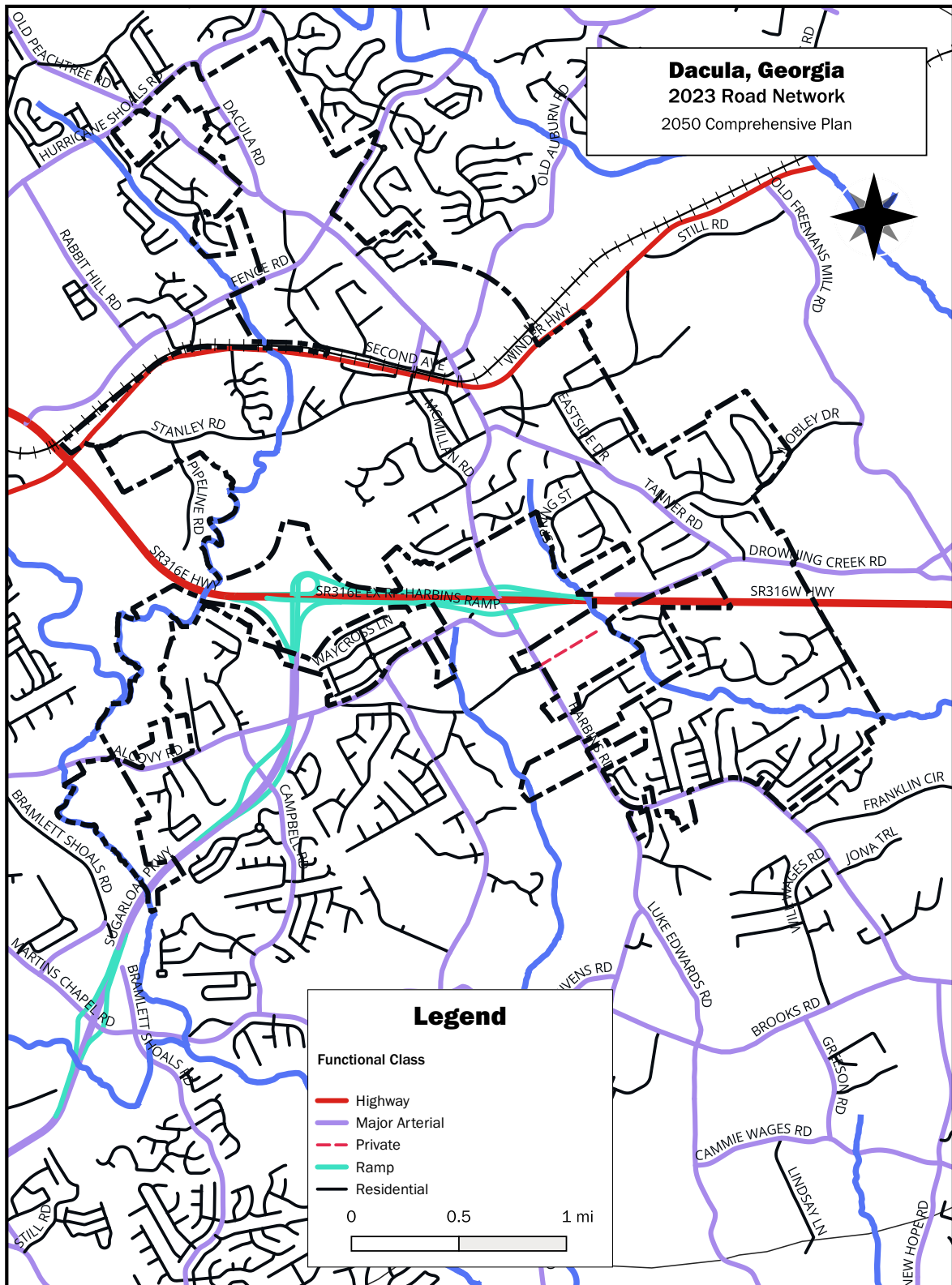
#### Road Network

The functional classification of roads provides for the primary role of the facility. At the highest level, highways are designed to move traffic over large distances and typically have higher speeds. Arterials provide high volume and direct access to properties. Residential roads consist of collectors and local roads. Collectors are typically lower volume and speed, with local roads having the slowest speeds and greatest property access. In Dacula, two main highways transect the city, with arterials and collector roads.

Traffic volumes on the main roads are provided by Georgia DOT. Volumes on Dacula Road have increased since 2012. University Parkway (SR 316) has the most traffic and recent/planned improvements will remove the at-grade intersections along the portion of SR 316 near Dacula.



Figure 9: City of Dacula Functional Classification Map



# Transportation Overview

Figure 10: Traffic Counts

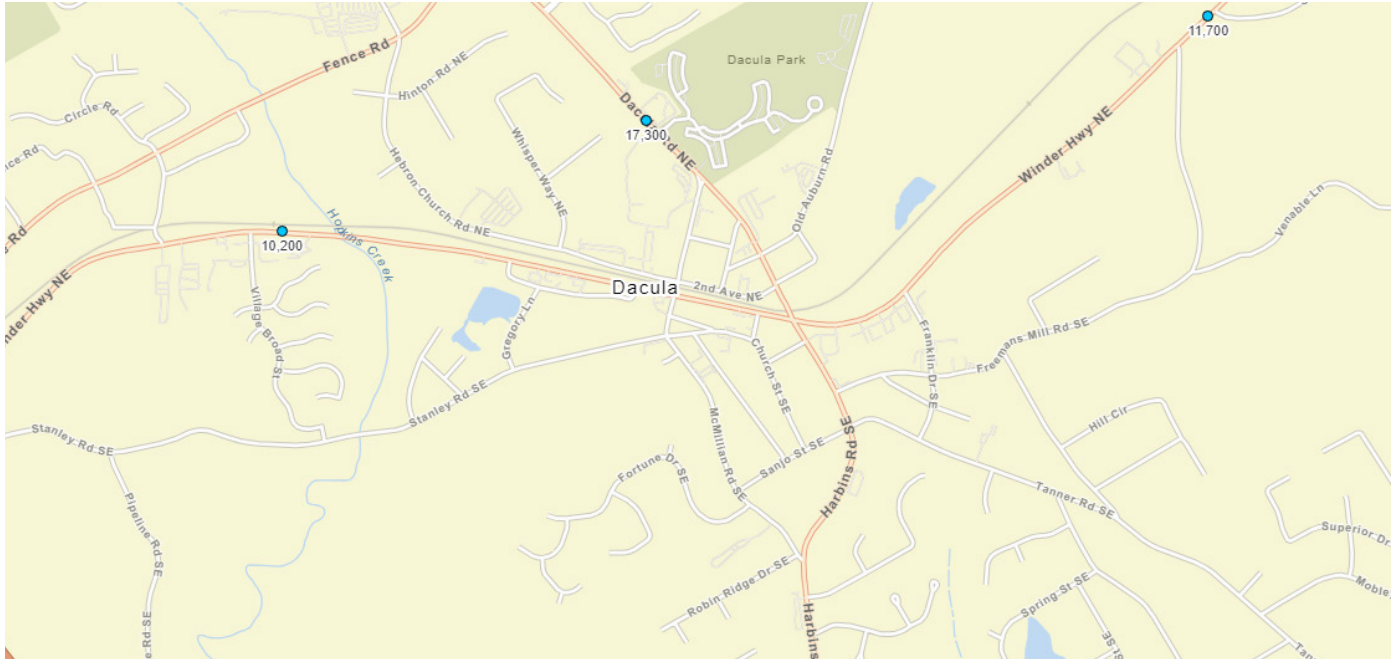


Figure 11: Dacula Road Historical Counts

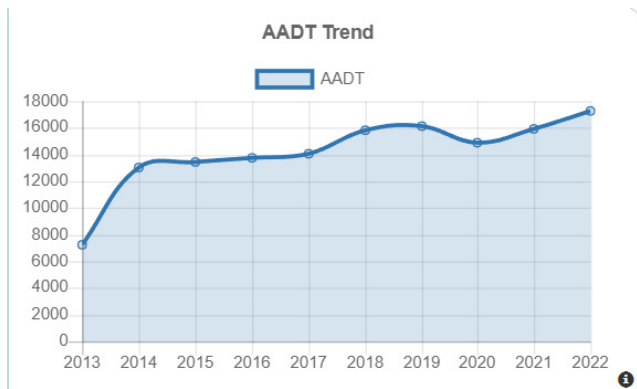


Figure 12: Winder Highway Historical Counts

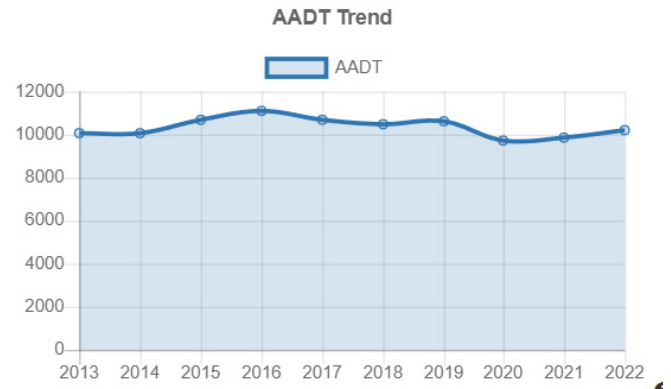
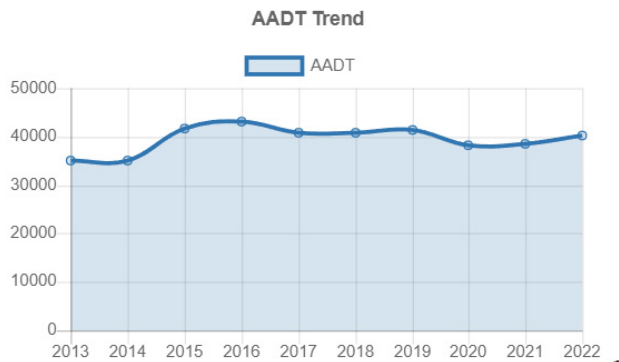


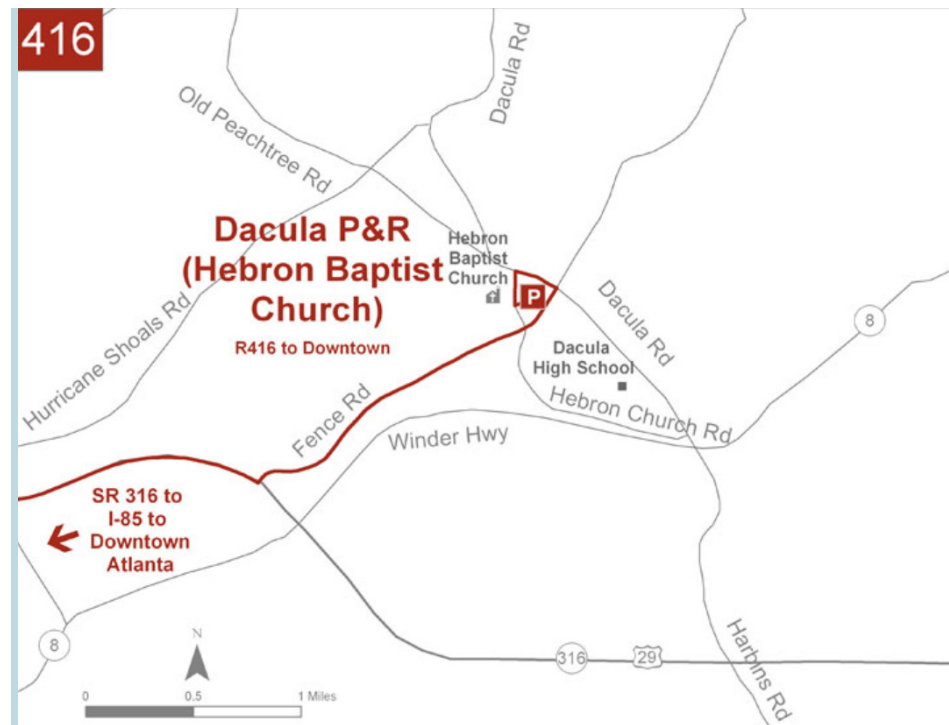
Figure 13: University Parkway Historical Counts





## Transportation Overview

Figure 15: 416 Map



### Bike Routes

There were no designated bike route facilities listed in the 2019 Comprehensive Plan.

### Parking

Parking is generally provided for individual businesses, with shared parking for multiunit commercial facilities. There is on street public parking located on 2nd Avenue in the downtown area for one city block.

### Freight

CSX operates a rail line along Winder Hwy through Dacula that runs from Atlanta to Athens. Both SR 316 and I-85 are designated statewide freight corridors.

### Aviation

Dacula is approximately 2.5 miles from Briscoe Field Airport. It is owned by Gwinnett County and provides a 6,000-foot-long runway. There are two fix base operators, a flight training facility and two medical flight operators. The closest passenger airport is Hartsfield Jackson Atlanta International Airport. It is approximately 30 miles away.

### Trails

See *Community Facilities Element*

## Transportation Goals and Policies

**Goal: Encourage electrification and multi-modal transportation options, including bike, public transportation, and pedestrian**

### Policies

- Reserve right-of-way for new multi-use and walking trails
- Collaborate with County, local, and regional public transportation on multi-modal and electrification efforts

**Goal: Improve Traffic Flow**

### Policies

- Encourage interconnected road network
- Identify areas where additional roads would relieve downtown congestion

## Transportation Strategies

**2a**

**Develop a master plan for bicycle and pedestrian trails**

The master plan should integrate with the County Bike and Trail Plan and Rowen.

**2b**

**Connect Old Peachtree Road to Fence Road behind existing Kroger**

The subject road could alleviate traffic congestion from the elementary school and Hebron Church by allowing connectivity.

**2c**

**Incentivize connectivity for new development and redevelopments by offering bonus density**

Though it may be difficult for additional connectivity, when opportunities arise, these can be encouraged by providing incentives for additional development densities.



# Element Three

## Economic Development

The economic development element of the comprehensive plan provides for an analysis of the current economic conditions for the City of Dacula and provides recommendations for the next 30 years. In simple terms, economic development refers to the policy and programs implemented by a community to promote sustainable growth and economic health.

Data related to current economic conditions are usually provided at the regional or county level. Residents within the City of Dacula may work outside the city limits. Conversely, residents outside the City of Dacula may work inside the city. The result is work-related commuting patterns on the main access roads into and out of the city. As such, understanding regional impacts is critical in developing policies or programs for economic development within the City of Dacula.

The Atlanta Regional Commission has developed an economic competitiveness study for the 10 counties. The latest available statistics from the US Census are provided for discussion.

Table 7: City of Dacula Industry Trends 2013-2020

Industry	2014	2015	2016	2017	2018	2019	2020
Construction	261	306	253	126	159	165	147
Manufacturing	136	189	101	147	147	168	235
Wholesale Trade	12	14	0	0	0	0	0
Retail Trade	297	396	413	556	556	596	515
Transportation & Warehousing	70	79	115	231	231	324	276
Utilities	34	45	20	63	63	42	41
Information	51	0	0	16	16	28	97
Finance & Insurance	127	150	184	169	169	168	157
Real Estate & Rental Leasing	64	30	34	77	77	64	104
Professional, Scientific & Technical Services	54	13	26	94	94	132	138
Administrative & Support & Waste Management Services	192	24	346	285	285	180	67
Education Services	184	116	79	133	133	57	203
Health Care & Social Assistance	148	138	130	260	260	252	345
Arts, Entertainment, & Recreation	32	0	0	0	0	0	0
Accommodation & Food Services	22	0	19	34	148	125	119
Other Services, Except Public Administration	97	75	69	67	108	32	25

Table 8 City of Dacula Occupation Trends 2013-2020

Occupation	2013	2014	2015	2016	2017	2018	2019	2020
Management, Business, Science, & Arts	462	273	75	110	186	246	555	759
Natural Resources, Construction, and Maintenance	318	228	236			142	142	178
Production, Transportation, & Material Moving	265	172	100	125	133			
Sales & Office	489	609	571	580	705	733	710	493
Service					166	106	100	140
<b>Total</b>	<b>1,534</b>	<b>1,282</b>	<b>982</b>	<b>815</b>	<b>1,190</b>	<b>1,227</b>	<b>1,507</b>	<b>1,570</b>

Figure 16: Gwinnett County Occupation Trends 2013-2020

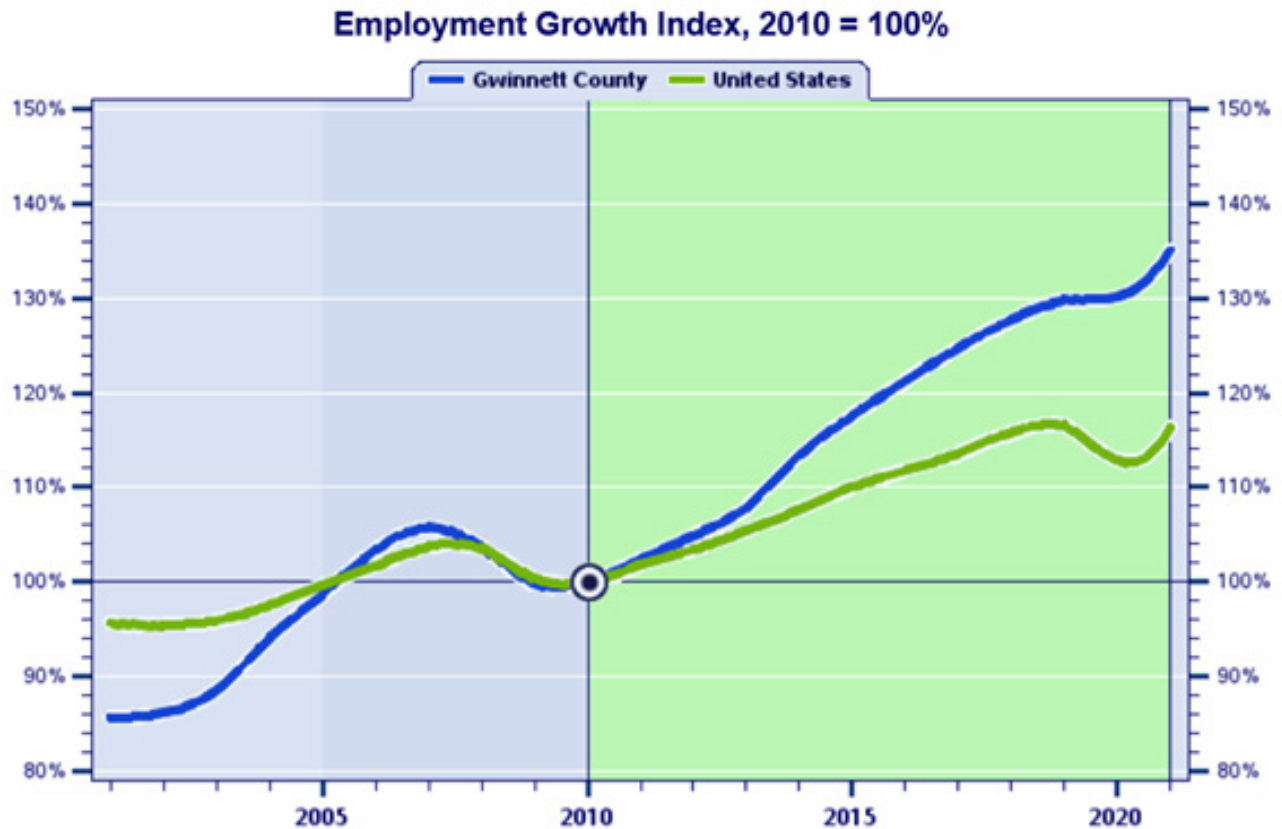


Figure 3.

Source: Georgia REAPProject.org  
Data: Regional Income Division, BEA (11-16-2022)

## Economic Development Goals and Policies

**Goal: Increase employment opportunities within the City of Dacula**

**Policies**

- Encourage industrial and commercial uses

**Goal: Attract more visitors to downtown Dacula**

**Policies**

- Incentivize the revitalization of downtown commercial areas
- Develop a Dacula Identity



## Economic Development Strategies

**3a**

### Create a branding plan

A branding plan can help Dacula by creating a unique and compelling identity that distinguishes it from neighboring areas, attracting businesses and visitors. This distinct brand can foster civic pride, encourage tourism, and generate investor interest; ultimately leading to increased economic growth and prosperity for the city.

**3b**

### Identify and implement gateway signage and landscaping in accord with City “Branding” update

Two areas have been identified as gateway entrances to the Downtown Dacula Area. Gateway signs welcome tourists and travelers, increase visibility, and encourage foot traffic to local businesses. They also create a sense of identity and place; making the town more memorable and encouraging repeat visits and investments.

**3c**

### Plan for a new cultural center

As the city begins planning for a new city center or revitalizing downtown, a cultural center can be included in the plan as a place for community events. A cultural center can enhance the overall quality of life in a community, making it more attractive to residents and businesses, which can contribute to long-term economic growth and development.

**3d**

### Establish a City Development Authority

The Development Authority could assist Dacula in recruiting new business and supporting existing business. A Development Authority would be able to identify areas for redevelopment and facilitate implementation of redevelopment plans.



# Element Four Community Facilities

Dacula provides community facilities for the benefit of the residents, business owners, and visitors to the city. The City also has access to County provided facilities within the city-limits. The following services are provided by the City:

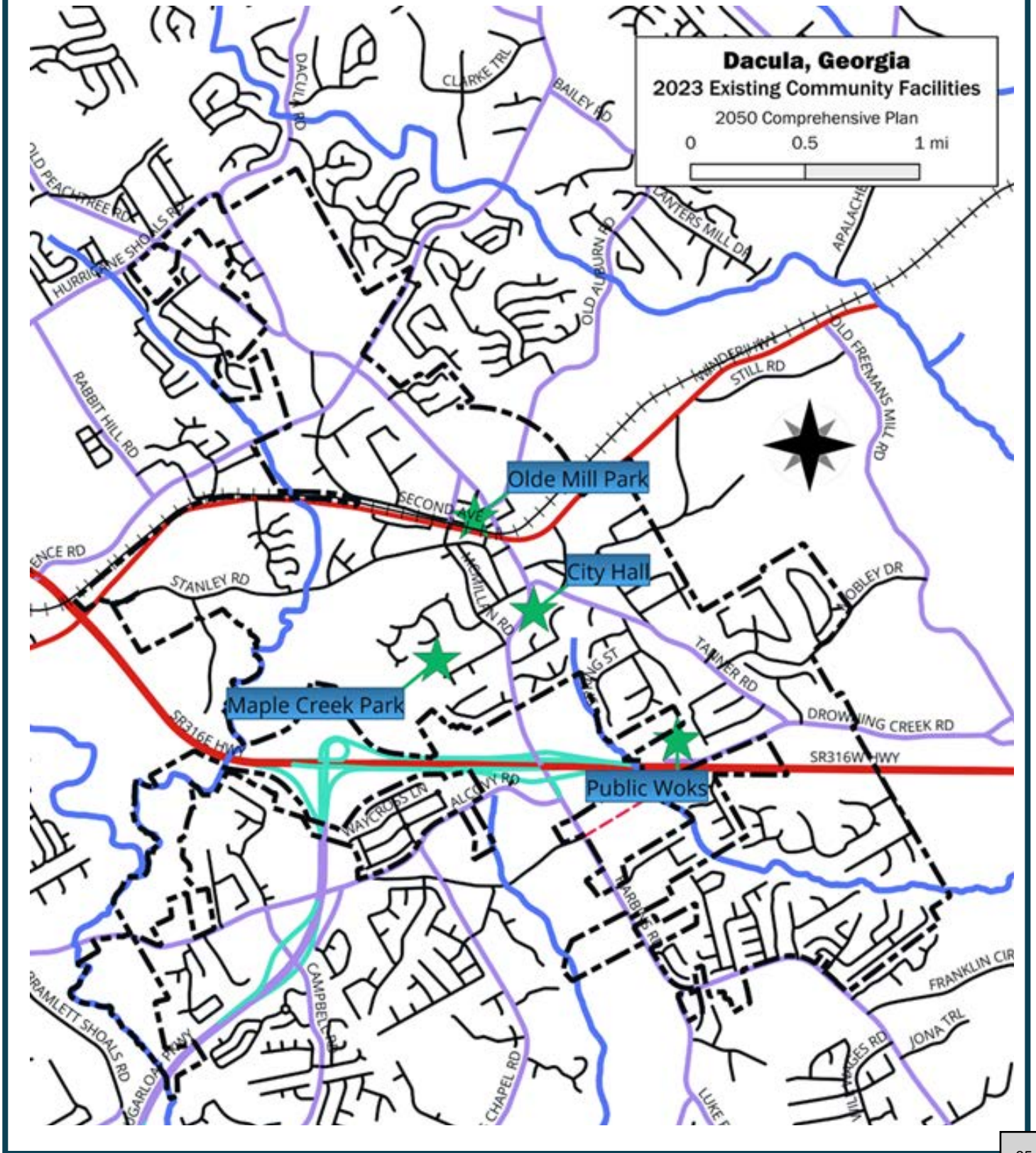
- Public Safety
- Courts
- Transportation
- Stormwater
- Parks

The City of Dacula employs Marshals for public safety and code enforcement. The City also provides municipal court services. Though Gwinnett County provides parks and recreation, Dacula also provides this service. Dacula maintains the local road system and does participate in other transportation efforts with the County and State. Transportation information is provided in the Transportation Element of the Comprehensive Plan.

The map on the following page provides locations to the four facilities owned by the City. These include two parks, the City Hall and the Public Works building. City Hall houses the marshal's office, the city courts, and city administration and planning. City Hall is at capacity and needs to either be enlarged or relocated to a larger facility.



Figure 17 City of Dacula Community Facilities



## Park and Recreation Facilities

There are a total of three parks located in the City of Dacula. Two are managed by the city and one is managed by Gwinnett County. There is also a county park located just outside the city limits that should also be taken into consideration. Across the four parks, there are opportunities for self-directed and programmed recreational opportunities for people of all ages and abilities.

### City of Dacula Parks

#### Olde Mill Park

This park is part of the historic downtown area, with its name referencing the historic mills that used to be located on the park property. Olde Mill Park is a small community space, featuring a Veteran's Memorial Monument, and a Gazebo that is available for rental.

#### Maple Creek Park

This community park provides opportunities for Dacula's residents to gather and enjoy self-directed recreational activities. There are features available for people of all ages. Maple Creek Park features a 9-hole disc golf course, a playground that is currently being replaced, a 0.6 mile walking trail, and a small pavilion that is available for rental.



### Gwinnett County Parks

#### Dacula Park

This park is a larger community park and is more likely to serve not only Dacula residents, but also people from the surrounding areas in the county. This park features active recreation opportunities with ball fields and tennis courts. An activity building and aquatics facility provide both programmed and self-directed activities. A paved walking trail and pond provide passive recreation opportunities.

#### Rabbit Hill Park

This park is a large regional scale park featuring a wide range of active and passive recreational opportunities. The park hosts 7 football/soccer fields, a soccer complex with 8 youth soccer fields, and a multi-purpose field with a walking track, and an outdoor basketball court. A community center building provides indoor basketball as well as a senior center and classrooms for community programs and activities. Walking trails, playgrounds, and pavilions are available for self-directed recreational use.

#### Capital Investments

Gwinnett County relies on the Special Local Option Sales Tax (SPLOST) program to fund capital improvements to their parks. Rabbit Hill Park received SPLOST 2017 funds to expand their community center, adding a gymnasium and elevated walking track. A senior center with cafeteria and other support space expanded capacity for senior services. Site work was also completed to provide additional parking and improved connectivity through the park. Athletic field renovations were recently completed in Dacula Park.

## Community Facilities Goals and Policies

### Goal: Have adequate space for public safety, courts, and administration

#### Policies

- Reserve existing City parcel ownership for future needs
- Increase capacity at existing facilities

### Goal: Develop revenue sources for the funding of expanded community facilities

#### Policies

- Encourage commercial and industrial development and redevelopment to enhance the tax base
- Identify other funding sources for community facilities
- Support EV recharging stations as a potential revenue source

### Goal: Have adequate parks and recreation for a growing population

#### Policies

- Maintain and enhance existing park facilities
- Connect with surrounding multi-use trail networks
- Create a pocket park system



## Community Facilities Strategies

**4a**

### **Develop a master plan for property across from existing City Hall**

The result of the master planning effort may preclude other strategies below. This effort should be done first.

**4b**

### **Identify additional land for future facilities, including annexation opportunities**

Dacula has ownership of several parcels of land and sufficient land for new facilities but should continue to look for opportunities as needs arise.

**4c**

### **Investigate Federal and State grants for community infrastructure**

Grant programs are available from state and federal departments and vary from time to time. These should be checked regularly for opportunities.

**4d**

### **Implement an impact fee program for roads, parks & recreation, and public safety**

Impact fees help offset facility expansion cost for certain categories of city services.

**4e**

### **Complete playground and exercise upgrade at Maple Creek park**

This is a current project that should be completed prior to finalizing this Comprehensive Plan update.

**4f**

### **Explore a pocket park program**

Investigate the feasibility of using city owned parcels or vacant lots for pocket parks. Pocket parks provide accessible green spaces for relaxation and recreation, promoting physical and mental well-being among residents. They also contribute to the beautification of urban areas, enhancing the neighborhood's overall quality of life and desirability.

**4g**

### **Negotiate with County on sewer**

The City of Dacula relies on County sewer for this community service.

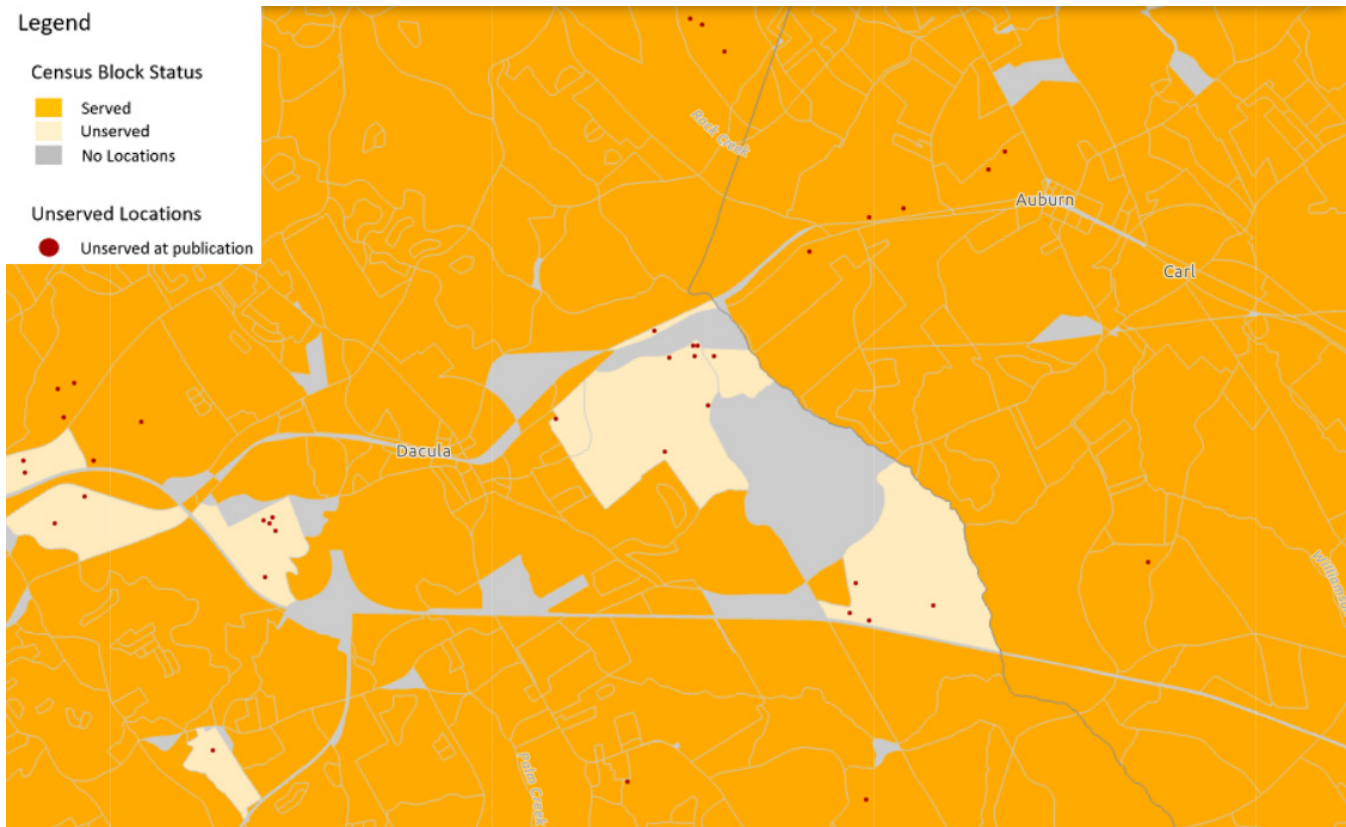
# Element Five Broadband



According to the Department of Community Affairs, “the purpose of a community amending their comprehensive plan to include a broadband element is to ensure that a community adopts a strategy that demonstrates the promotion of broadband within the community. DCA has developed and approved the rules for the new element required for a community to include in their comprehensive plan. The rules are being communicated to local governments and Regional Commissions. Plans must include the update prior to being eligible to apply for a Broadband Ready Community Designation.”

The City of Dacula recognizes the importance of broadband deployment throughout all parts of the Dacula community and considers broadband services important and necessary for economic development and quality of life. Fortunately, Gwinnett County and the City of Dacula enjoy widespread access to broadband technology from a variety of public service providers.

Figure 18: Broadband availability in and around Dacula



Source: <https://broadband.georgia.gov/2022-georgia-broadband-availability-map>

## Broadband Goals

**Goal: Ensure that every resident has access to reliable and affordable broadband services**

### Policies

- Work with broadband providers to identify any areas of the community that lack access to broadband
- Work with broadband providers to provide reliable service to every resident and business in the city

## Broadband Strategies

**5a**

### **Provide broadband availability to unserved areas**

Identify specific areas that are not served by broadband service providers and create an action plan to promote the deployment of broadband services to these areas by qualified broadband service providers.

**5b**

### **Protect city properties by advocating for retired tower removal**

Support legislative direction from the State to define protection of City rights-of-way and decommissioning and removal of retired towers.



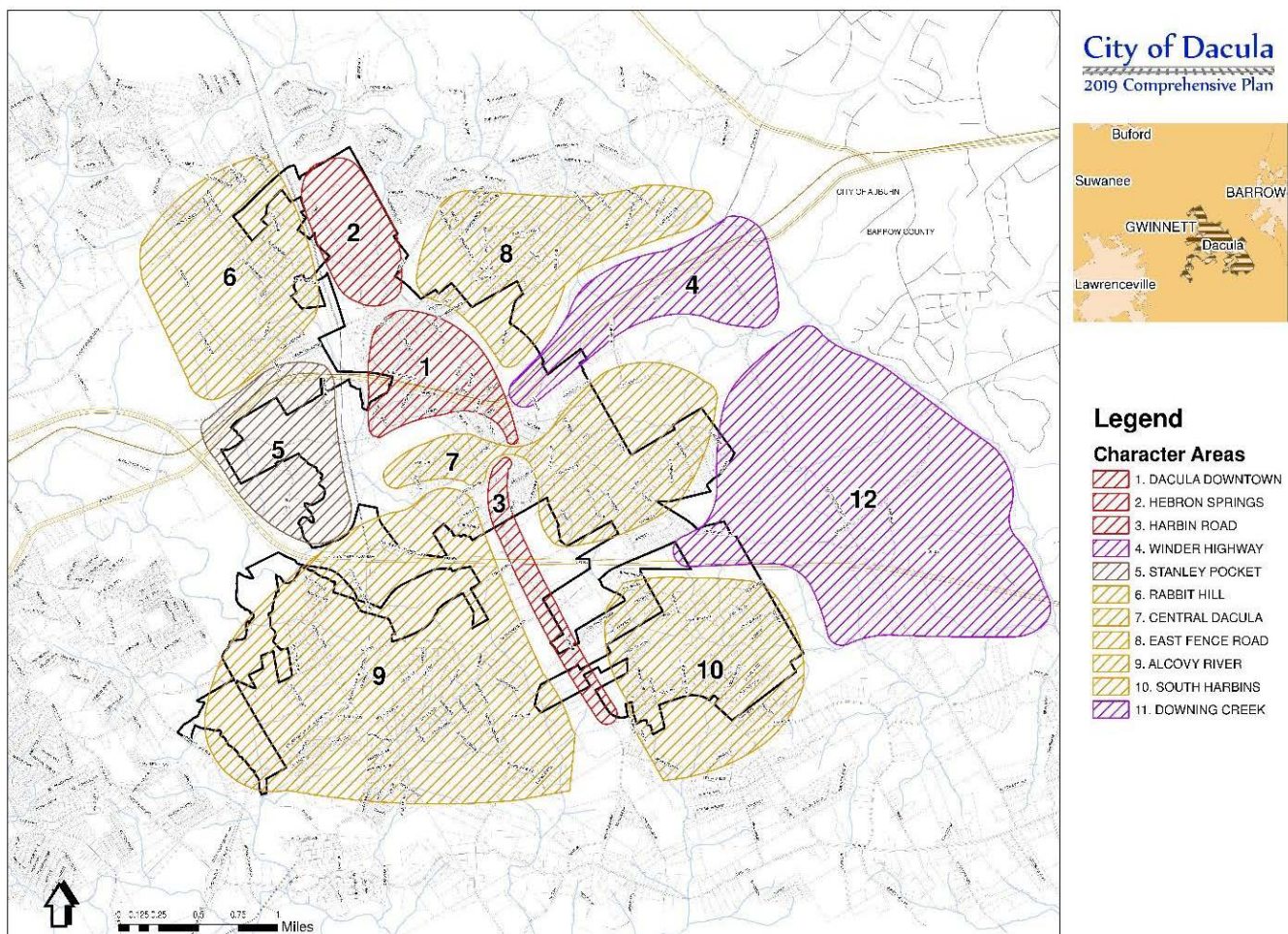
# Element Six Land Use



## Existing Development Patterns

In 2023 the estimated population of the City of Dacula was 8,101, representing a 82% increase from 2010. The growth rate in Dacula was significantly higher than for Gwinnett County and the State of Georgia.

The 2019 Comprehensive Plan identified eleven character areas. These were updated as part of the community engagement program for this plan. The revised character areas are presented later in this section.



In addition to the character areas, the 2019 plan identified five overlay land use modifiers shown below. This includes expressway and commercial corridors, neighborhood connections, gateways, and commuter rail opportunities.

Figure 20: City of Dacula Overlay Modifiers

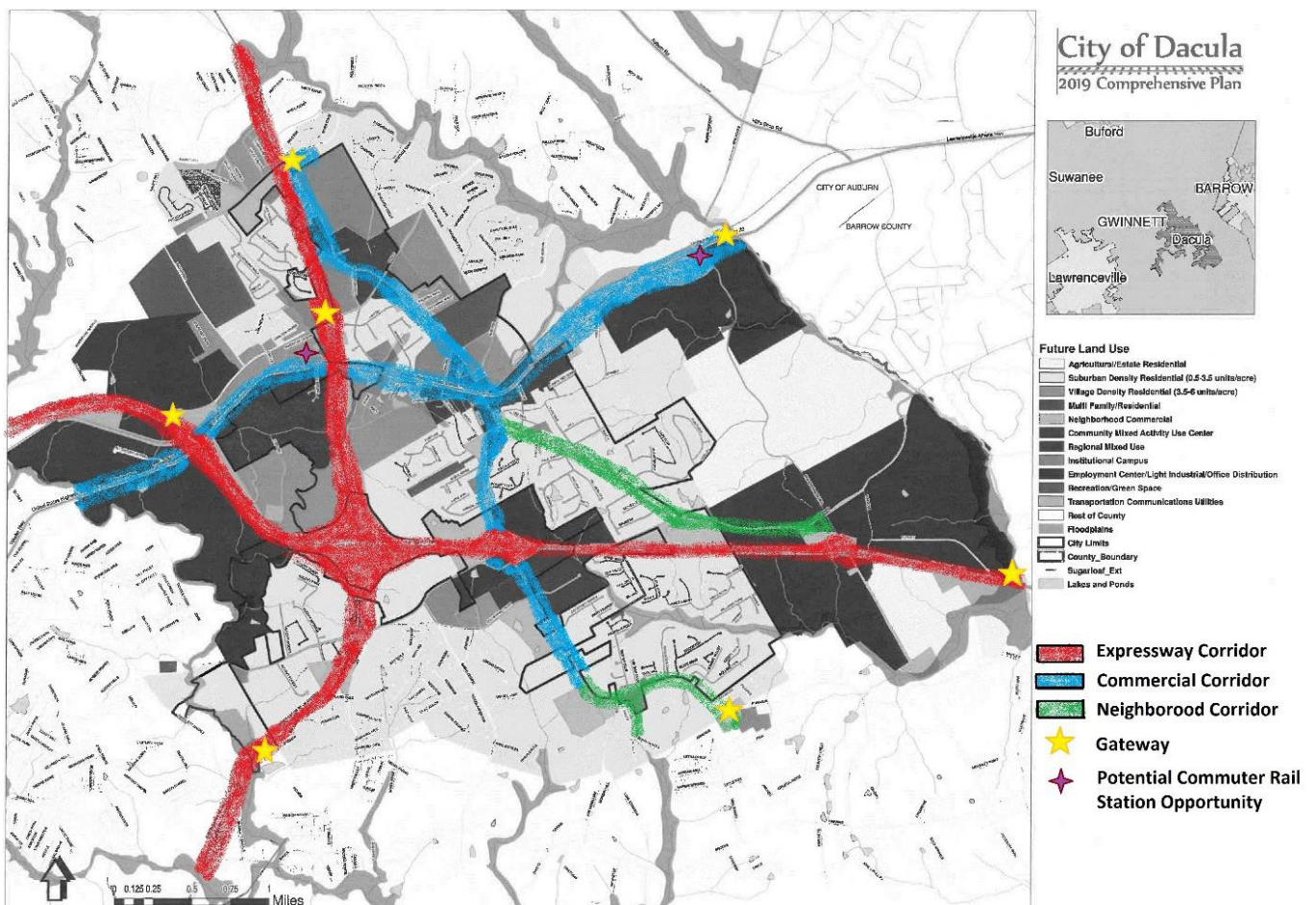
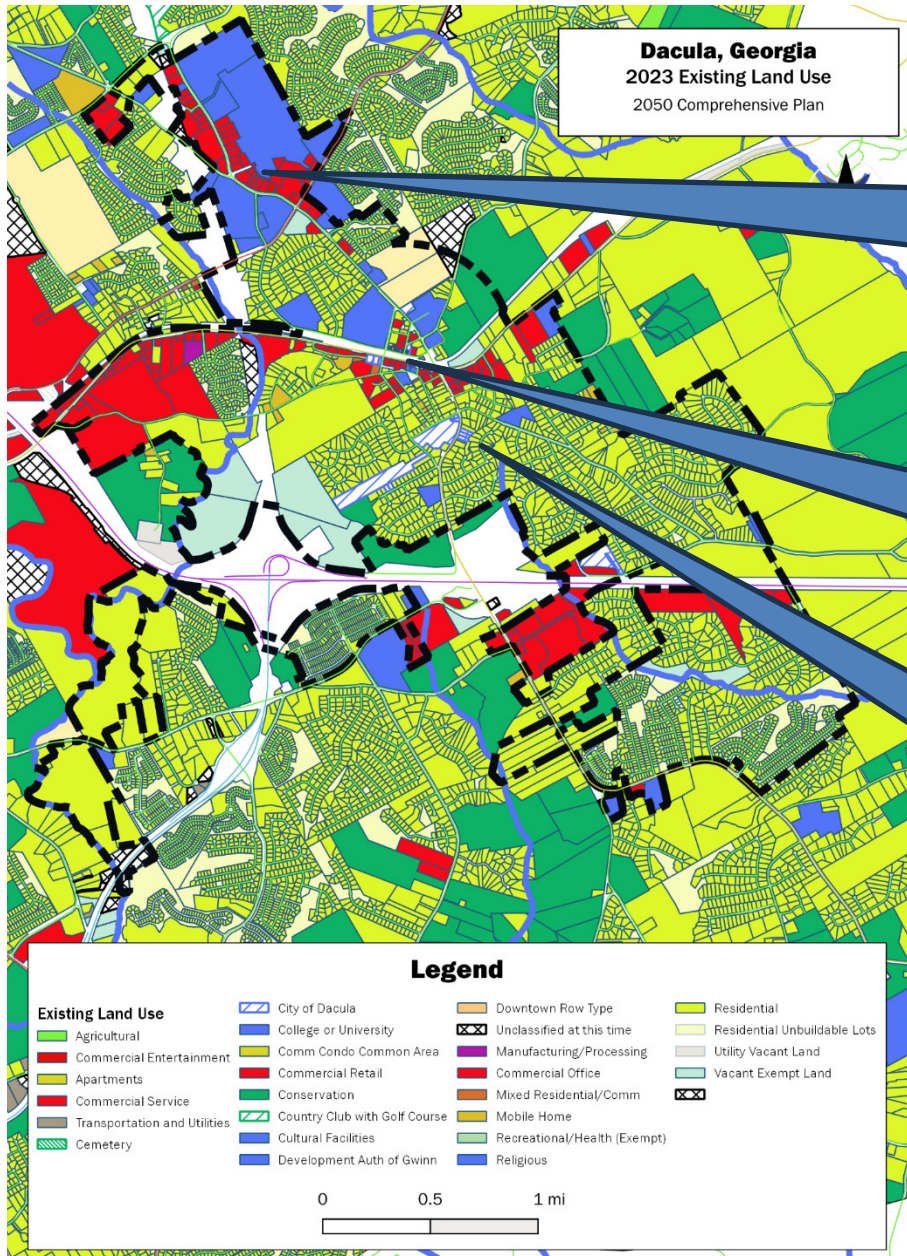




Figure 21 provides a preliminary existing land use map for the City of Dacula and surrounding area. The data source is from Gwinnett County's Geographic Information System (GIS) and has not been field verified.

Figure 21: City of Dacula Existing Land Use



The Hebron Springs area includes a large church and private school and commercial uses.

A mixture of Commercial and Residential uses exist in downtown area.

A good portion of Dacula is single-family residential.

## Land Use Goals and Policies

### Goal: Maintain existing character in established neighborhoods

#### Policies

- Redevelopment in existing neighborhoods should be limited to existing zoning but encourage connectivity when opportunities arise
- Enforce codes to maintain the health, welfare and safety of the community

### Goal: Increase diversity of land uses in downtown character area

#### Policies

- Allow for higher density, connectivity, and transportation modal options
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties
- Balance land use to provide both housing and employment opportunities

### Goal: Increase base economic activity through land use

#### Policies

- Identify areas for manufacturing
- Encourage research and development activities
- Support tourism

## Land Use Strategies

**6a**

### **Identify specific areas reserved for industry**

The future character area map has identified areas that would be well suited for industrial development. These are near transportation corridors and have access to water and wastewater services.

**6b**

### **Identify specific areas reserved for commercial office and retail**

The future character area map has identified areas that would be well suited for commercial, office and retail development.

**6c**

### **Reserve area for hotels and support industry**

The future character area map has identified areas that would be well suited for hotel and associated support industries. These are located along SR 316 and would include hotels and sit-down restaurants.

**6d**

### **Implement future character area map as a guide for new development and redevelopment**

The future character area map has identified areas for all future development and redevelopment activities. Zoning and redevelopment decisions should follow the proposed character to both protect existing character as suggested, or for new development or redevelopment to achieve the future vision of the City.

**6e**

### **Review and update building codes**

Review and update building codes as needed.

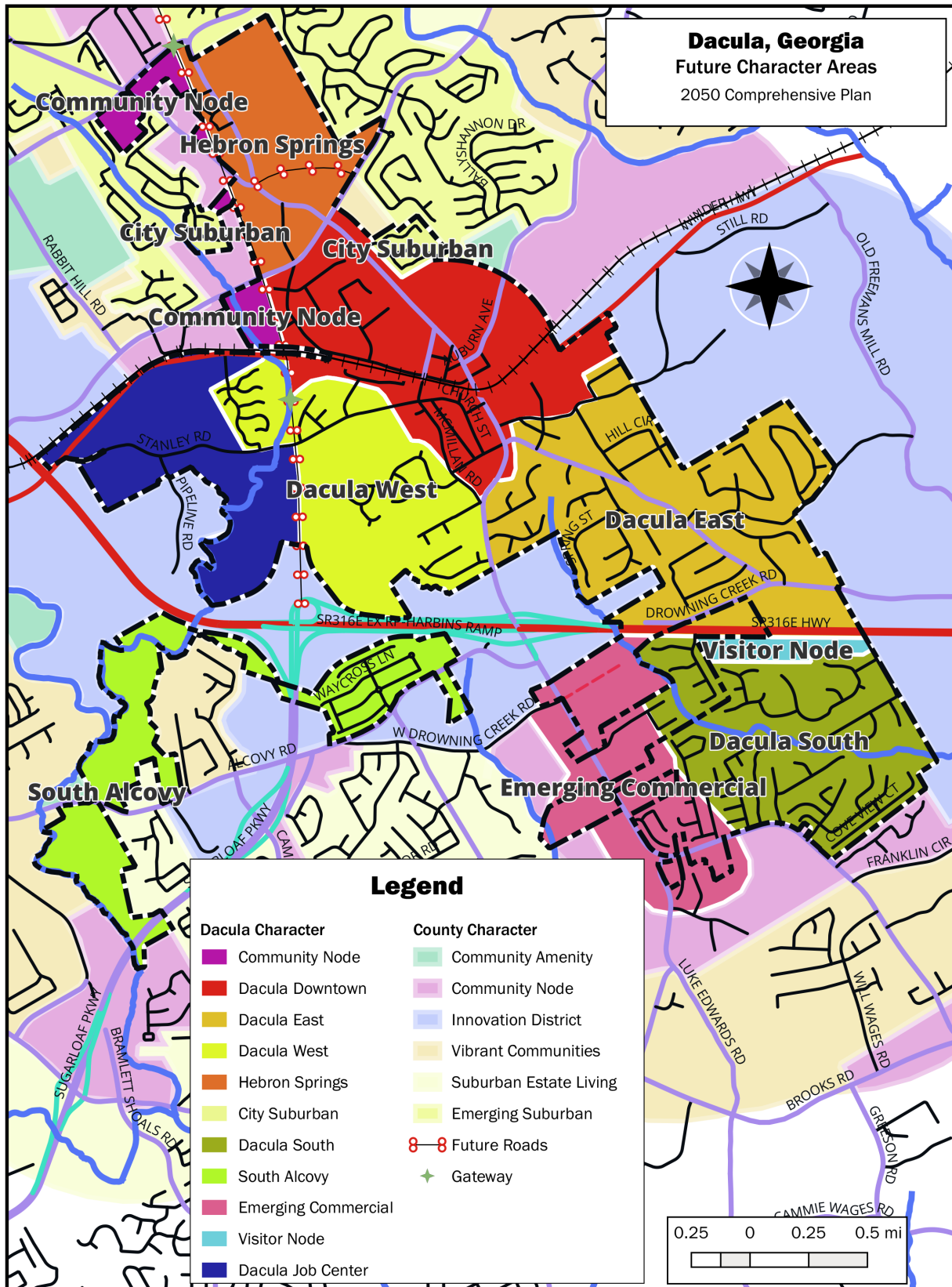
**6f**

### **Review and update zoning and development codes**

Review and update zoning and development codes to encourage connectivity and alternative modes of transportation, including bike, pedestrian, and public transportation.



Figure 22: City of Dacula Future Character Areas (Defining narrative is provided on following pages.)



## Community Node

### Description

The Community Node Character Areas is planned to be a commercial mixed-use area of the city adjacent to unincorporated Gwinnett County in the northwest area of the city. It should support employment of both city and unincorporated residents as well as potentially provide lower cost housing options, where appropriate.

Future development and redevelopment should focus on making these nodes more pedestrian-oriented with mixed-use buildings. This area is characterized by mixed-use developments incorporating commercial, office, live-work, and similar ground floor uses with residential uses. Ground floor non-residential uses should be oriented toward the street with direct pedestrian access, outdoor patios, plazas, etc., to encourage pedestrian activity. Where ground floor non-residential space is provided, these areas should include convertible space. These activity centers are intended to serve surrounding residential communities and people throughout the County by providing shopping, dining, and entertainment venues.



Figure 23  
Source: 2040 Gwinnett County Comprehensive Plan

### Objectives

- Provide an appropriate transition between land uses and intensity.

### Policies

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.

### Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.

### Land Use and Zoning Consideration

The Community Node character area is primarily for commercial retail, office, and public/institutional uses. Zoning change and redevelopment requests should be consistent as an activity center.



Figure 24  
Source: 2040 Gwinnett County Comprehensive Plan

# Dacula Downtown

## Description

The Dacula Downtown Character Area is planned to be a primarily commercial retail growth area of the city. The goal would be to have a livable, walkable city center to attract tourism, support employment of residents and to provide a place for entertainment and recreational opportunities.

## Objectives

- Increase employment opportunities for the citizens of Dacula to match or exceed planned population increases for the City.
- Decrease vehicular traffic by providing access to trails, sidewalks, and public transportation.
- Provide an appropriate transition between land uses and intensity.

## Policies

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.

## Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.

## Land Use and Zoning Consideration

The Dacula Downtown character area is primarily for commercial retail, office, and residential land uses. Zoning change and redevelopment requests should be consistent with a downtown character, including provision of entertainment, locally driven cultural and other community gathering uses. Effort should be made to add connectivity in the road network, add sidewalks and multi-use trails. Multi-use trails should logically connect with planned efforts by the County.



Figure 25  
Source: Hall Consulting, Inc.



Figure 26  
Source: Hall Consulting, Inc.



Figure 27  
Source: Hall Consulting, Inc.



## Dacula East and West

### Description

The Dacula East and West Character Areas are primarily single-family residential. Most of the East character area is developed, however, the West character area has more undeveloped land. Infill and redevelopment may happen and should continue this existing character and residential density. The goal is to maintain existing character and provide community amenities including neighborhood commercial and pocket parks.

### Objectives

- Maintain existing character.

### Policies

- Allow for small scale neighborhood commercial activities along Harbins Road.
- Look for opportunities to connect to multi-use trail system (both County and planned city multi-use trails).
- Allow for higher density and better connectivity in Dacula West Character area.

### Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.

### Land Use and Zoning Consideration

The Dacula East character area is mostly developed with some opportunities for infill and redevelopment. Zoning considerations should reflect existing character (single-family residential at similar density), and small neighborhood commercial and community amenities where appropriate. The Dacula West character area which has undeveloped land should maintain the single-family character.



Figure 28

Source: © William A. Morgan / Adobe Stock



Figure 29

Source: © Jason / Adobe Stock



# Hebron Springs

## Description

The Hebron Springs Character Area is home to a larger church and private school and is primarily a commercial retail growth area of the city. The goal would be to have walkable shops, sit-down restaurants and a movie theatre to attract tourism, and to provide a place for entertainment and recreational opportunities for Dacula residents.

## Objectives

- Decrease vehicular traffic by providing access to trails, sidewalks, and public transportation.

## Policies

- Allow for increase in connectivity, and transportation modal options.
- Carefully review requests for drive through businesses to ensure compatibility with goals and objectives for this area.

## Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.



Figure 30  
Source: Hall Consulting, Inc.

## Land Use and Zoning Consideration

The Hebron Springs character area is primarily for commercial retail, office, and institutional uses. Neighborhood Mixed Use and General Commercial land uses include smaller neighborhood mixed use activity centers and general commercial land uses along major roadways that make up and support the economic well-being of the community. Zoning change and redevelopment requests should be consistent with a neighborhood mixed use and general commercial character. Effort should be made to add connectivity in the road network, add sidewalks and multi-use trails. Multi-use trails should logically connect with planned efforts by the County. Appropriate zoning includes standalone and multi-use commercial, mixed use (retail and office) commercial properties. Projects that offer shared off-street parking should be a priority.



Figure 31  
Source: Page Light Studios / iStock

## City Suburban

### Description

There are two areas identified as City Suburban future character. These are currently residential subdivisions and are planned to remain unchanged during the planning horizon. The adjacent County future character areas are identified as emerging suburban. It is anticipated that these land uses are compatible. Request for zoning changes should be consistent with current character.

### Objectives

- Maintain existing character.

### Policies

- Look for opportunities to connect to multi-use trail system (both County and planned city multi-use trails).

### Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.



Figure 32  
Source: © Konstantin L / Adobe Stock

### Land Use and Zoning Consideration

These character areas are primarily single-family residential. Zoning change requests should be limited to single-family or neighborhood commercial if context allows. These photos represent examples of appropriate development and redevelopment in the City Suburban Character Area.



Figure 33  
Source: © zimmytws / Adobe Stock



Figure 34  
Source: © Becky Wright / Adobe Stock

## Dacula South and South Alcovy

### Description

The Dacula South and South Alcovy Character Areas are primarily single-family residential. Most of the Dacula South character area is developed. Infill and redevelopment may happen and should continue this existing character and residential density. The goal is to maintain existing character and provide community amenities including neighborhood commercial and pocket parks.

### Objectives

- Maintain existing character.

### Policies

- Allow for small scale neighborhood commercial activities along main corridors such as Alcovy Road.
- Look for opportunities to connect to multi-use trail system (both County and planned city multi-use trails).

### Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.



Figure 35  
Source: © Evelyn / Adobe Stock

### Land Use and Zoning Consideration

The Dacula South and South Alcovy character areas are mostly developed with some opportunities for infill and redevelopment. Zoning considerations should reflect existing character (single-family residential at similar density), and small neighborhood commercial and community amenities where appropriate.



Figure 36  
Source: © William A. Morgan / Adobe Stock



Figure 37  
Source: © Ursula Page / Adobe Stock



## Emerging Commercial

### Description

The Emerging Commercial Character Areas is planned to be a primarily mixed-use area of the city along Harbins Rd south of SR 316. The goal is to have consistent land use with Gwinnett County's plan which has identified this area as Community Node described earlier in this element. It should support employment of both city and unincorporated residents as well as provide lower cost housing options.

Future development and redevelopment should focus on making these nodes more pedestrian-oriented with mixed-use buildings. This area is characterized by mixed-use developments incorporating commercial, office, live-work, and similar ground floor uses with compatible residential uses. Ground floor non-residential uses should be oriented toward the street with direct pedestrian access, outdoor patios, plazas, etc., to encourage pedestrian activity. Where ground floor non-residential space is provided, these areas should include convertible space. These activity centers are intended to serve surrounding residential communities and people throughout the County by providing shopping, dining, and entertainment venues.

An overlay district over existing residential should be included to protect these current uses.



Figure 38  
Source: Hall Consulting, Inc.

### Objectives

- Provide a transition area on Harbins Road consistent with the County Comprehensive Plan.

### Policies

- Allow for higher density as appropriate, and increase in connectivity and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.

### Implementation Strategies

- Create incentives for developers to integrate comprehensive plan goals, objectives, and policies.

### Land Use and Zoning Consideration

The Emerging Commercial character area is primarily for any combination of residential, commercial, office, and public/institutional uses. Zoning change and redevelopment requests should be consistent with a mixed-use character. Effort should be made to add connectivity in the road network, add sidewalks and multi-use trails. Multi-use trails should logically connect with planned efforts by the County, especially along the Sugarloaf Parkway corridor. Projects that offer shared off-street parking should be a priority. The resulting character of the area should be similar to the Hebron Springs character area in North Dacula.



## Visitor Node

### Description

The visitor node character area was identified to support tourism for both Dacula and this area of the County. The County has identified this part of Gwinnett as an innovation district along SR 316. The city of Dacula can take advantage of this economic activity by providing hotels, motels, and tourist support services.

### Objectives

- Provide a hotel district with supporting services.

### Policies

- Encourage sit-down restaurants.

### Implementation Strategies

- Coordinate with County for collector distributor road along SR 316.

### Land Use and Zoning Consideration

The visitor node character area is primarily for temporary housing for visitors to Dacula and the County Innovation District, including the Rowan Development. Zoning change and redevelopment requests should be consistent with hotel or related land use and sit-down restaurants.



Figure 39  
Source: © William A. Morgan / Adobe Stock

### Land Use and Zoning Consideration

The Visitor Node is currently undeveloped and is located along the SR 316 corridor. Land topology and size may make it difficult for large buildings. Zoning should allow for hotels and support industries, including sit-down restaurants.



Figure 40  
Source: © MelissaMN / Adobe Stock



Figure 41  
Source: © Tada Images / Adobe Stock

# Dacula Job Center

## Description

The Dacula Job Center Character Area may include light industrial and manufacturing, warehousing, industrial offices, and distribution facilities as well as supporting uses such as hotels. While Industrial areas may be appropriate in several locations within the City, it is important to limit the types of industrial uses to minimize impacts on adjacent areas. For instance, while industrial office space might be appropriate in proximity to some types of residential development, the noise and freight traffic associated with distribution/warehousing necessitates a buffer between it and any type of residential use.

## Objectives

- Increase base economy.
- Protect river.

## Policies

- Allow for low impact industry.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Designate land use to provide employment opportunities.

## Implementation Strategies

- Create incentives for industrial employers to locate in Dacula.
- Carefully review requests for residential and commercial development to ensure compatibility with the objectives for this Area and the overall objectives for the Comprehensive Plan.
- Coordinate with County for water and wastewater infrastructure needs.

## Land Use and Zoning Consideration

The Job Center character area is primarily for light industrial, industrial office, and distribution/warehouse. Zoning change and redevelopment requests should be consistent with an employment activity specific to enhancing the base economy of Dacula. Appropriate zoning includes industrial zoning categories. New development should provide buffer protection to both the Alcovy River and adjacent character areas.



Figure 42

Source: © onlyyouqj / Adobe Stock



Figure 43

Source: © netsay / Adobe Stock

## Guidance for Rezoning by Character Area

Table 10: Guidance for Rezoning by Character Area

Character Area	Summary of Land Uses	Recommended Zoning Codes
Community Node	Commercial mixed use	C-2, PMUD, R-TH
Dacula Downtown	Commercial retail, office, and residential land use	C-1, C-2, R-1200, OI
Dacula East	Single-family residential with commercial along Harbins Rd	R-1200, R-1400, C-1, OI
Dacula West	Single-family residential with commercial along Harbins Rd	TRD, C-1, R-1200, R-1400CZP, OI
Hebron Springs	Commercial retail, office, and institutional land use	PMUD, C-1, C-2
City Suburban	Single-family residential with neighborhood commercial if context allows	R-1200
Dacula South	Single-family residential with neighborhood commercial if context allows	R-1400CSO, R-1400, TRD
South Alcovy	Single-family residential with neighborhood commercial if context allows	R-1400CSO, TRD, C-1
Emerging Commercial	Commercial mixed use	PMUD, C-1, C-2, OI
Visitor Node	Hotel and restaurant (sit-down) other uses that support tourism	C-2
Dacula Job Center	Manufacturing, warehousing, hotels/motels, industrial office	M-1, M-2, C-2



# Element Seven Community Building



## Community Building and Civic Engagement



Photo by Phil Mistry/PHIL FOTO

Civic engagement can take many forms, such as individual volunteerism, community activism and advocacy, organizational involvement, and electoral participation. Historically, long-term residents of Dacula have been civically engaged, participating actively in their local government and decision-making processes. This civic engagement is a valuable resource that can be tapped. However, as the city and county have attracted new residents, overall civic engagement has decreased. As such, during the public engagement process, community building and engagement stood out as necessary components to maintain and improve the quality of life of residents.

A strong sense of community creates a supportive environment where residents feel connected and engaged. This social cohesion contributes to improved mental and emotional well-being, as individuals are more likely to have access to a support system and opportunities for social interaction. In a suburban city experiencing growth, a tight-knit community can help newcomers integrate into the fabric of the city, reducing feelings of isolation and increasing overall satisfaction with life.

Civic engagement is a cornerstone of a vibrant city's success. When residents actively participate in local government, they can voice their opinions and influence policies and decisions that directly affect their lives. This involvement fosters a sense of ownership and empowerment among community members, leading to a more responsive and accountable government. In turn, this can lead to better infrastructure, improved public services, and a safer environment, all of which are essential for attracting new businesses and residents. Economic development thrives in areas where residents take pride in their community and actively work towards its betterment, making it an attractive destination for both businesses and individuals.

An engaged and well-connected community often supports local businesses, boosting their success and sustainability. Moreover, a positive community reputation can attract outside investments and talent, further fueling economic development. Additionally, community-driven initiatives and programs, such as beautification projects, cultural events, and educational initiatives, can make a city more appealing to potential residents and businesses.

The largest community event in Dacula is the Memorial Day Parade. The parade has been a proud tradition in Dacula since 1994 and has grown over the years with about 100 units participating in the parade each year. The parade attracts about 10,000 spectators. Participants in the public engagement process suggested the need for additional community engagement and family activities. Specific suggestions included art in the park, fall festival, additional cleanup events, and restarting the farmers market.

Dacula can encourage civic involvement by implementing a thoughtful system of recognition and incentives that acknowledge and appreciate the contributions of engaged residents. This may include public acknowledgments in local newsletters, websites, or social media platforms, showcasing the individuals or groups making a positive impact. Also, the city can organize annual civic awards ceremonies to honor outstanding volunteers or community leaders. Tangible rewards, such as certificates, plaques, or even small grants for community projects, can also be granted to those who consistently demonstrate a commitment to civic engagement. Additionally, fostering a culture of inclusivity and participation, where residents feel their input genuinely influences decisions and policies, serves as a meaningful and enduring reward, as it empowers citizens to play an active role in shaping the future of their city.

## Goals and Policies

### Goal: Create opportunities for residents to get together socially and build community

#### Policies

- Partner with local organizations and schools to create and sustain local events spearheaded by the city.
- Support family and youth activities, attractions, and events.
- Support investment in parks and public spaces to enhance the quality of life for citizens.
- Plan for family-friendly outdoor space for gathering and socializing.
- Create locations for social interactions and community building such as a town center, cultural center, or amphitheater.
- Create and continue traditions that bring residents and visitors together, such as the Memorial Day parade, art in the park, farmers market, etc.

### Goal: Protect and promote a culture of civic engagement

#### Policies

- Include youth in city planning efforts, events support, and other opportunities, as appropriate.
- Promote community volunteerism through recognition programs for sponsors and contributors to the Memorial Day Parade, historic preservation, volunteer beautification projects, school partnerships, etc.
- Create and support opportunities for volunteerism among residents, especially youth.

### Strengthen civic pride for residents of Dacula

#### Policies

- Support creation and implementation of a consistent brand and messaging strategy to promote the city.
- Encourage the creation of unique destinations and gathering places within the city.
- Encourage placemaking strategies such as wayfinding signs, gateways, public art, and public events.

## Community Building and Civic Engagement Strategies

**7a**

### **Make it easy to find out how to get engaged with the city**

Residents who want to volunteer in their community and get more involved may not know where to start. The city's website should include a page with local volunteer opportunities that enhances and supplements the bulletin board at City Hall.

**7b**

### **Reward Civic Involvement**

Create and implement a system of recognition and incentives that recognizes the contributions of engaged residents. Recommendations include public acknowledgment on the city's website and social media platforms, hosting an annual civic awards ceremony to honor outstanding volunteers and presenting certificates, plaques, or even small grants for community projects.

**7c**

### **Create spaces for public engagement**

Need to identify a "downtown" and follow up on opportunities to develop public use amenities such as a community or cultural arts facility and a traditional downtown square. This would be part of an LCI.

**7d**

### **Create additional opportunities for engagement and community building**

Plan additional events and opportunities for community building and engagement. The city can spearhead new events and partner with local organizations.

**7e**

### **Improve civic pride with branding plan**

A well-executed branding plan can instill a sense of identity and belonging among residents, fostering civic pride by highlighting the unique characteristics and values of a community. When a city's brand effectively communicates its history, culture, and aspirations, it can evoke a sense of shared purpose and unity among its citizens. Additionally, a strong city brand can attract positive attention, tourism, and investment, which, in turn, can lead to improved infrastructure, amenities, and overall quality of life, further fueling civic pride.



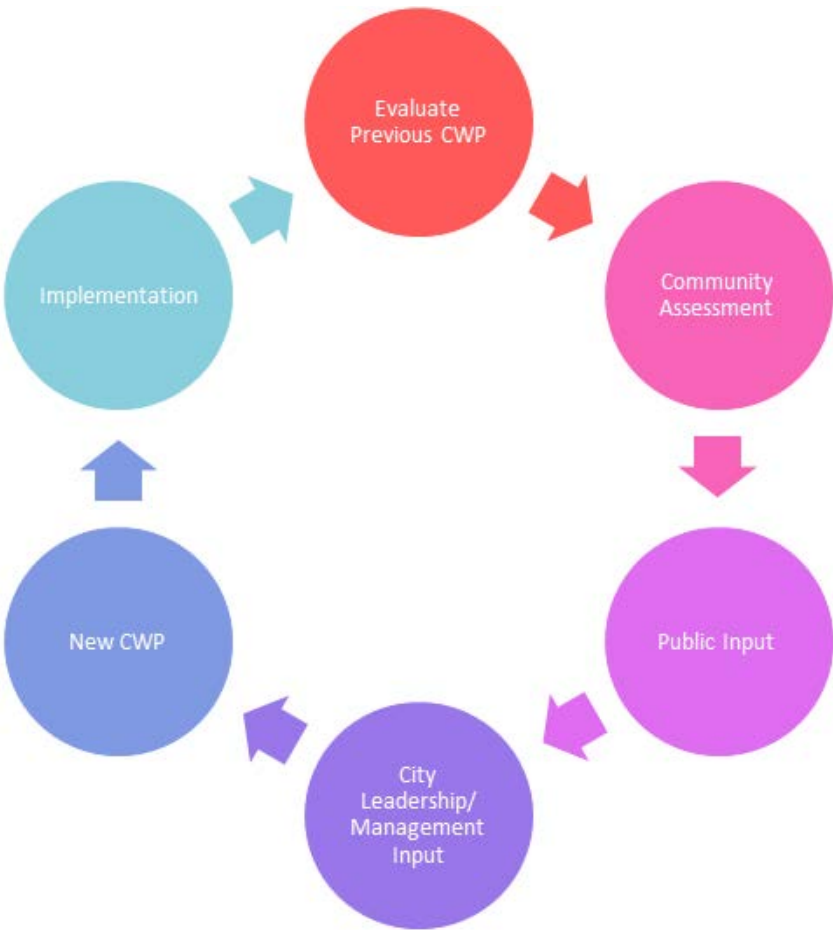
# Community Work Program



## Community Building and Civic Engagement

The community work program (CWP) is a 5-year detailed plan of activities for the City of Dacula. These could be additional plans, programs, and community facilities as well as rehabilitation of existing community facilities. The activities in the work program are derived from the recommendations in each of the previous sections of this comprehensive plan. Grants are competitive and may not necessarily be awarded. The following illustrates the process of developing the CWP. Please note that public, city leadership, and city management input may be iterative and performed several times prior to completing the CWP.

### Community Work Program Update Process



The following table is a list of accomplishments from the previous CWP. Projects that have not been accomplished and/or postponed may be placed on the current community work program. The previous community work program was extensive and included many items that were the responsibility of Gwinnett County. These items have not been rolled over to the new work program to keep the CWP realistic.

## List of Accomplishments

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
4	<b>Population and Demographics</b>								
5	1a	1	Prioritize (eastward) annexation, infrastructure, and planned development between CSX RR and SR 316 east to support growth of employment, commerce, and homes to support tax base.	Annex area between CSX RR and along south side of SR 316 to accommodate future growth and development.				X	Due to the Rowan project this has not been accomplished. South of Winder Highway has been annexed.
6	1b	5	Specify state roads and Dacula, Fence, and Harbins Roads as growth corridors/ update zoning and development regulations to support/manage appropriate densities along corridors.	Update zoning ordinance and development regulations to support urban development where appropriate.	3/5/2020				
7	1c	5	Identify specific locations for employment, higher density, commerce & social interaction.	Prepare infrastructure plans for development of city.		X			
8	1d	5	Expand water + sewer infrastructure to accommodate changing population requirements.	Prepare infrastructure plans for development of city.		X			
9	1e	5	Identify programs to provide housing choices to keep aging residents in the community.	Prepare infrastructure plans for development of city.		X			
10	<b>NATURAL AND CULTURAL RESOURCES</b>								
11	2a	1	Pursue LCI grant for downtown planning and identify priorities and funding.	Identify local \$/match reqts. and pursue LCI grant from ARC to fund Livable Community Initiatives Plan.			X		Will include this to new community work program.
12	2b	5	Restrict development densities in environmentally sensitive areas and encourage Conservation Subdivision Overlay ordinance.	See 1b) above. Update zoning ordinance and development regulations to support urban development where appropriate.	3/5/2020				

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
13	2c	5	Enforce rigid stormwater, erosion, stream bank, and septic tank ordinances in recharge areas.	See 1b) above. Update zoning ordinance and development regulations to support urban development where appropriate.	3/5/2020				
14	2d	5	Support some smaller single-family residential parcels and multi-family in the City (continued large residential lots consume more land, yield fewer housing units, and consume remaining woodlands.	Expand zoning categories to accommodate smaller lots where feasible and appropriate.	3/5/2020				
15	2e	5	Work with Gwinnett County for recreation/identify needs in City for local small scale open space facilities and program some projects for joint City/County	Prepare City recreation plan to supplement County plan and support small parks and cultural resources inside the City and within walking.		X			
16	2f	5	Inventory scenic resources for information for decision-makers and negotiations.	Prepare City recreation plan to supplement County plan and support small parks and cultural resources inside the City and within walking.		X			
17	2g	5	Identify and preserve pastures, woods, and cultural resources that provide dramatic scenic views of surrounding countryside along the Alcovy and Apalachee River basins.	Prepare City recreation plan to supplement County plan and support small parks and cultural resources inside the City and within walking.		X			
18	2h	10	Work with Gwinnett County to support "greenway" corridor along Apalachee River to complement Chattahoochee River greenway on west side of County.	Prepare City recreation plan to supplement County plan and support small parks and cultural resources inside the City and within walking.		X			
19	COMMUNITY FACILITIES & SERVICES								

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
20	3a	5	Explore grants and service fees for expansion.	Explore grants and service fees for expansion.				X	Item to be revisited for more specific application
21	3b	1	Enforce rigid stormwater, erosion, stream bank, and septic tank ordinances in recharge areas.	See 1b) above. Update zoning ordinance and development regulations to support urban development where appropriate and protect environment.	1/1/2023				
22		10+	Enforce rigid stormwater, erosion, stream bank, and septic tank ordinances in recharge areas.	Plan for new reservoir along Apalachee River to supplement existing Chattahoochee River resources.	1/2/2023				
23	3c	1	Improve current water line delivery services to ensure fire flow and increased populations along critical lines.	Implement Phase 2 of Water Main Replacement Program - 1. Upsize 6-inch water system pipes that fail fire flow test (2a-2d); 2. Upsize water main on Dacula Road to 10-inch	1/3/2023				
24		5	Update existing water lines as needed based on future fire flow studies and expand water lines into areas of existing City not currently served.	Implement future phases of Water Main Replacement Program. Identify requirements for expansion systems and coordinate with County Water System.		X			
25		10+	Update existing water lines as needed based on future fire flow studies and expand water lines into areas of existing and future City not currently served.	Identify requirements for expansion of water system in coordination with County Water System.		X			
26	3d	1	Coordinate with Gwinnett County Water System to extend sewer lines and reduce pump station and force mains in Alcovy basin.	Extend sewer to City Hall on Harbins Road and along Dacula Road and US29.	2/1/2023				



## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
27		5	Coordinate with Gwinnett County Water System to extend sewer lines and reduce pump station and force mains in Alcovy basin and septic tanks in Apalachee basin.	Extend sewer on Harbins Road from City Hall to SR316 and along SR316 to County Line.				X	Revisit in next Comprehensive Plan update.
28		10+	Coordinate with Gwinnett County Water System to extend sewer lines and reduce pump station and force mains in Apalachee basin.	Extend distributed water lines in expanded areas of the City that may be annexed.		X			
29	3e	5	Identify additional personnel needs to support fire and police services and facilities as the population grows.	Identify additional personnel needs to support fire and police services and facilities as the population grows.		X			
30	3f	5	Need funding to acquire land in near term for future public facilities needs.	Need funding to acquire land in near term for future public facilities needs.	2021				
31	3g	10	Current City Hall will not meet future needs. Consider cultural facility to anchor downtown.	Plan for new Cultural Center.			X		Will include this to new community work program
32	<b>BROADBAND</b>								
33	4a	5	Broadband services provided by private providers. City to address changes to development codes. Also support public access for private users who cannot afford private marketplace.	Support Broadband ready programs Citywide via Wi-Fi. Potential initiatives are expected to be clarified by the State. Details pending State legislation.	2022				Park and Public Works WIFI public completed.
34	4b	5	Define where requirements and development codes need to change and implement. Where are the gaps in services?	Support legislative direction from the State to define protection of City rights-of-way and decommissioning and removal of retired towers.		X			This will be a continuous effort.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
35	4c	5	Gap in services along Apalachee River will need service when it is developed.	Support public/private coordination to expand service into unserved areas and capacity into underserved areas.		X			This will be a continuous effort.
36	<b>CAPITAL IMPROVEMENTS</b>								
37		10+	City may want to consider impact fees in long term plans.	Review options to fund specifically allowed infrastructure by establishing impact fees in			X		Will add this to new community work program.
38	<b>ECONOMIC DEVELOPMENT</b>								
39	6a	1	Revise and update the City's marketing materials to create a positive, compelling image for the City.	Create City of Dacula "Brand" for future public information and economic development.		X			Will complete in 2024.
40	6b	1	Identify and implement gateway signage and landscaping.	Identify and implement gateway signage and landscaping in accord with City "Branding" update.			X		Will include this to new community work program.
41	6c	5	Explore Tax Allocation Districts (TAD), impact fees, economic development grant programs, Community Improvements Districts (CIDs), ARC grant programs (LCI), and Infrastructure Development Districts.	Establish City Development Authority to support funding, and consider Tax Allocation Districts (TAD), impact fees, economic development grant programs, Community Improvements Districts (CIDs), ARC grant programs (LCI), and Infrastructure Development Districts.			X		Will include this to new community work program.
42	6d	5	Balance development requests with revenue generation and create promotion programs to support commercial and industrial development in the City and recruit retail and employment.	Establish an economic development function within the city to recruit business and employment centers to balance with existing housing.				X	Revisit in next Comprehensive Plan update.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
				infrastructure for water/sewer becomes available!					
43	6e	5	Explore LCI plan to develop and identify consensus on directions for downtown Dacula.	Create a "Livable Centers Initiative" (LCI) Plan to provide an opportunity for the City to specify redevelopment of downtown and possible.				X	Revisit in next Comprehensive Plan update.
44	6f	5	Encourage redevelopment or revitalization with specific architectural standards for design quality and sustainability and include locations of curb cuts, vehicle parking, and outside display elements in the design review process to enhance appearance and desirability.	Update zoning ordinance and development regulations to support urban development where appropriate.	2021				
45	6g	5	Identify methods to require new development to support infrastructure improvements related to growth created by the development.	Develop education program for developers to create mixed uses that support commercial, office and employment in addition to residential.				X	Revisit in next Comprehensive Plan update.
51	<b>LAND USE AND DEVELOPMENT PATTERNS</b>								
52	7a	1	See # 6, Economic Development, (k).	Update zoning ordinance and development regulations to support urban development where appropriate.	2021				
53	7b	1	LCI would provide directions for revitalization of downtown core. See #6, Economic Development (c).	See LCI plan (item 6e) above.				X	Revisit in next Comprehensive Plan update.
54	7c	1	LCI would help identify specific recommendations to add to commercial uses and schools.	See Branding (item 6a) above and LCI plan (item 6e) above.				X	Revisit in next Comprehensive Plan update.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
55	7d	5	Identify potential grant sources to fund Winder Highway Corridor land use study.	See Branding (item 6a) above and LCI plan (item 6e) above.				X	Revisit in next Comprehensive Plan update.
57	7e	5	Identify specific parcels that should include mixed-use and/or major employment.	See Items 1a) above (Annexation) and 6e) LCI project above.				X	Revisit in next Comprehensive Plan update.
58	7g	5	Specify appropriate locations for mixed-use.	Actively seek a developer for the Regional Mixed Use centers.	2023				
59	7h	5	Determine appropriate locations for mixed-use, and address traffic generation, impacts on schools and services created by increased residential densities.	Update zoning ordinance and development regulations to support urban development where appropriate for mixed use, increased density, and live/work/play.	2021				
60	7i	5	Support Traditional Neighborhood Development (TND) principles for neighborhood design.	Create a City sidewalks program to supplement projects identified under item 8g) below.		X			
61		10	Consider mixed-use where appropriate and address inter-use travel regulations.			X			
62	7j	10	Encourage sidewalks, bike lanes, and local traffic enhancements at these locations.	See LCI plan (item 6e) above.		X			
63	7l	5	Identify incentives to recover depressed areas.	See item 6c) above to provide powers to a City Development Authority.		X			
64	7n	5	Update signage ordinance as needed.	Update zoning ordinance and development regulations to support integrate aesthetic signage standards.				X	Will include this to new community work program.



## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
65		5	Address land uses at interchanges and along SR 316.	Identify timing and intensity of development along existing E/W and extension of Drowning Creek Road to Harbins Road on north side of SR 316.				X	County responsibility.
66	TRANSPORTATION								
67	8a	1	Identify a favored list of SPLOST projects for the City.	Identify a favored list of SPLOST projects for the City.	2023				
68	8b	1	Provide specific incentives to encourage developers to build quality roadways that exceed minimal requirements especially on future arterial and collector corridors.	Identify roadway design requirements for developers to meet and possible incentives program to allow higher densities for enhanced design.				X	Revisit in next Comprehensive Plan update.
69	8c	1	Narrow bottleneck constrains (north/south connectivity). New bridge is pending; short term construction will relieve current congestion, but can increase traffic due to limited capacity of approaching roadways.	Construct SR 8/Winder Highway/Auburn Road New Connection Bridge and relocate roadway alignments for Dacula Road, Harbins Road and US 29.	2021				
70		5	Develop improvements for access across railroad with new grade separated crossings and additional connecting corridors between Northern Gwinnett and SR 316.	Identify improvements to Broad Street access across CSX RR.	2021				
71		5	Identify additional improvements to create new grade separated crossings and additional connecting corridors between Northern Gwinnett and SR 316.	Identify Old Freemans Mill Road right-of-way for access from SR 316 to US 29 and to extend across CSX RR to Apalachee Road.				X	County responsibility.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
72		10	Identify additional improvements to create new grade separated crossings and additional connecting corridors between Northern Gwinnett and SR 316.	Improve Old Freemans Mill Road corridor and extension to provide access from Apalachee Road to SR 316.				X	County responsibility.
73		5	Georgia SR 316 is being reconstructed as a grade- separated, limited access highway from State Route 120 in Lawrenceville to Apalachee River (Barrow Co. line).	Construct grade-separated, limited access bridge and ramps at Winder Highway (US 29/SR8), Sugarloaf Pkwy Extension, and Harbins Road.				X	County responsibility.
74	8d	5	"	Construct grade-separated, limited access bridge and ramps at Harbins Road.				X	County responsibility.
75		5	SR 316 improvements will close SR 316 access at Fence Road and include Fence Road bridge over CSX RR to connect to Winder Hwy (US 29).	New Project: Fence Road improvements east of new Sugarloaf Parkway Interchange*				X	County responsibility.
76		5	Identify desired frontage roads along SR 316 corridor, address land uses at interchanges, and extend grade separated design to/across Apalachee River, including a Drowning Creek Road interchange.	Improve and extend E/W Drowning Creek Road from Old Freeman Mill Road to Harbins Road on north side of SR 316.				X	County responsibility.
77	8c	10	Consider Sugarloaf Parkway Extension Phase 2 will be grade-separated, limited access highway from SR316 to I-85. Interchanges are proposed at SR 316, Fence Road, and SR 124 (Braselton Highway).	Construct Sugarloaf Parkway extension - Phase 2 from I-85 to SR 316 as grade-separated limited access highway with interchanges at SR 316, Fence Road, and SR 124 (Braselton Highway). Identify east/west access at Old Peachtree Road and Hurricane Shoals Roads.				X	County responsibility.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
78		10	Assume Stanley Road will be closed at Sugarloaf Parkway Extension Phase 2 ROW.	Design Sugarloaf Parkway Extension to maintain pedestrian & bicycle access across the extension ROW at Stanley Road crossing to promote alternate access to city.				X	County responsibility.
79	8d	5	Encourage access management techniques.	New Project: Improve Dacula Road Access Management.				X	County responsibility.
80	8e	5	Plan roadway and signal improvements to address congestion (ITS Expansion on Harbins Road).	Intersection improvements: Fence Road at Circle Road.				X	County responsibility.
81		5	Brooks Road at Bramlett Shoals Road.	Intersection improvements: Brooks Road at Bramlett Shoals Road.				X	County responsibility.
82		5	ITS Expansion on Harbins Road.	ITS Expansion Project on Harbins Road.				X	County responsibility.
83		5	ITS Expansion on Sugarloaf Parkway.	ITS Expansion Project on Sugarloaf Parkway.				X	County responsibility.
84		5	Tanner Road from Harbins Road to West Drowning Creek Road.	Improve Tanner Road from Harbins Road to West Drowning Creek Road.	2019				
85		10	Harbins Road from SR 316 to Ace McMillan Road*	New Project: Improve Harbins Road from SR 316 to Ace McMillan Road*				X	County responsibility.
86	8f	5	Identify where appropriate for pedestrian and bicycle routes.	Prepare City bicycle/ pedestrian and trail plan to identify and provide pedestrian and bicycle mobility and accessibility.			X		Will include this to new community work program.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
87	8g	5	Integrate context sensitive design approaches to identify preferred roadway design within walkable districts. Also, See # 7, Land Use and Development, (k).	Adopt a "Complete Streets" approach to road design to accommodate multiple transportation modes, including pedestrians, bicycles, automobiles, and transit.			X		Will include this to new community work program.
88	8g	5	Improve alternative modes of access to support mixed use development.	Promote plans to expand Inter-County bus system with additional routes between Dacula and Lawrenceville, Buford/Mall of Georgia, Lawrenceville/Gwinnett Justice Center, and Snellville/ US 78 corridor.				X	County responsibility.
89		5	Sidewalk connections on Dacula Road*	New Project: Sidewalk Connections on Dacula Road*				X	County responsibility.
90		5	Harbins Road sidewalks north of SR 316*	New Project: Harbins Road sidewalks north of SR 316*	2018				
91		10	Need to coordinate with County proposed trails system.	Partner with County Recreation and PATH to coordinate trail system to connect Dacula Park, downtown, and areas south of SR 316 to system.		X			
92		5	Explore opportunities for additional pedestrian and bicycle mobility along new connecting corridors or improved existing corridor or along the Apalachee River corridor and its tributaries.	Identify connecting links and preserve as development occurs.			X		Will include this to new community work program.
93	8h	5	Ensure policies accommodate the disabled, the elderly, and meet ADA design standards.	Review design of sidewalks and trails with ADA guidelines.		X			



## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
94	8i	5	Review road layouts of new subdivisions to support connectivity.	Require review road layouts of new subdivisions to support connectivity, protect buffers, and encourage attractive aesthetics.		X			
95	8j	10	Locate a Commuter Rail Station for the "Brain Train" between Atlanta and Athens on CSX Railroad/Winder Highway corridor between SR 316 and the Apalachee River.	Continue investigation of Atlanta to Athens Commuter Rail.				X	County responsibility
96		10	Determine location for a commuter station related to the "Brain Train" concept proposal to come through Dacula.	Create a "Livable Centers Initiative" (LCI) Plan to provide an opportunity for the City to specify a location for Commuter Rail station.				X	Revisit in next Comprehensive Plan update.
97	8k	10	Develop on-street parking to reduce the need for surface parking, provide a buffer of parked cars along the roadway between automobile traffic and sidewalks, and encourage reduced speeds through congested areas.	Prepare policy to consider increased urban density parking requirements for mixed use developments.			X		Will include this to new community work program.
98	<b>HOUSING</b>								
99	9a	5	Expand water and sewer infrastructure to accommodate changing population requirements.	See 1c) above. Prepare infrastructure plans for development of city.				X	Revisit in next Comprehensive Plan update.
100	9b	5	Identify programs to provide housing choices to keep aging residents in the community.	See 1c) above. Prepare infrastructure plans for development of city .	2021				
101	9c	5	Review code enforcement to identify needed redevelopment.	Update zoning ordinance and development regulations to support urban development where appropriate.	2021				

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
102	9c	5	Where appropriate especially to mixed-use centers.	Update zoning ordinance and development regulations to support urban development where appropriate.	2021				
103	9d	5	Encourage where appropriate and include economic assessment regarding decisions of where and when.	See LCI plan (item 6e) above.				X	Revisit in next Comprehensive Plan update.
104	9e	5	Continue working with Gwinnett County programs and other providers.	Coordinate local input to programs provided by Gwinnett County programs and other agencies and coordinate with non-profit organizations to provide affordable housing and social services.		X			Continuous program.
105	9f	5	Accommodate the anticipated mix of diverse housing needs per zoning and development regulations.		2021				
106	9i	5	Adopt a senior housing ordinance or other similar method to ensure that the needs of the elderly population are properly planned for.	Adopt a senior housing ordinance to support the planning needs to accommodate increased elderly populations.	Pre-2015				Completed.
107	9j	5	Continue coordination with providers.	Support Countywide efforts to accommodate homeless persons (specifically including single female parents with children) and help them become self-sufficient.		X			
109	<b>INTERGOVERNMENTAL COORDINATION</b>								
110	10a	5	Follow through on annexation process to create strong identity of City and boundaries.	Follow through on annexation process to create strong identity of City and boundaries.		X			Continuous program.

## List of Accomplishments continued

#	ID	Priority (Year 1, 5, 10 or 10+)	Need, Opportunity or Purpose	Project	Date Completed	Currently Underway	Postponed	Not Accomplished	Explanation for project or activity postponed or not accomplished
111	10b	5	Coordinate with County providers.	Coordinate with County providers.		X			Continuous program.
112	10c	5	Coordinate with regional Water Plan and other jurisdiction.	Coordinate with regional Water Plan and other jurisdiction.		X			Continuous program.
113	10d	5	Coordinate with other jurisdictions.	Coordinate with other jurisdictions.		X			Continuous program.
114	10e	5	Coordinate with School Board to identify and resolve issues of safety, security, and access.	Coordinate with School Board to identify and resolve issues of safety, security, and access.		X			Continuous program.
115	10f	5	Continue coordinating with providers.	Continue coordinating with providers.		X			Continuous program.
116	10g	5	Continue coordinating with providers to define and merge responsibilities.	Maintain cooperative agreements with water and power utility providers, planning agencies, and regulators such as Georgia Power, Oglethorpe Power, MEAG, the Metropolitan NGWP District, Gwinnett Water, ARC, and other public elements of State and federal agencies and private entities that encourage coordination between providers and assist in deciding on shared infrastructure and promotion of the best interests of local citizens.		X			Continuous program.

# Community Work Program

Item 3.

The CWP is developed from public input and staff recommendations. The strategy ID maps back to the plan elements goals, policies and strategies page. A priority of 1 represents the highest priority to be undertaken. Cost are estimates only.

#	Strategy ID	Priority	Need, Opportunity or Purpose	Project	Responsible Party	Cost	Funding Source
<b>1 - POPULATION &amp; HOUSING</b>							
1	1a	1	Prioritize (eastward) annexation, infrastructure, and planned development between CSX RR and SR316 east to support growth of employment, commerce, and homes to support tax base.	Annex area between CSX RR and along south side of Georgia 316 to accommodate future growth and development.	City	100	City
2	1a	1	Create a "Livable Centers Initiative" (LCI) Plan to provide an opportunity for the City to specify redevelopment of central area to include a variety of housing types.	Identify local \$/match reqts. and pursue LCI grant from ARC to fund Livable Community Initiatives Plan.	City, Gwinnett County	50	City, ARC, Gwinnett County
3	1b	1	Encourage Infill Development	Identify empty and dilapidated lots within the city and promote them for redevelopment.	City, Gwinnett County	staff time	City
<b>2 - TRANSPORTATION</b>							
4	2a	5	Identify where appropriate for pedestrian and bicycle routes.	Prepare City bicycle/pedestrian and trail plan to identify and provide pedestrian and bicycle mobility and accessibility.	Gwinnett County, PATH Foundation	40	GDOT, Gwinnett
5	2b	5	Reduce traffic congestion	Build road behind Kroger, extending Old Peachtree Rd. to Fence Rd. (Approx 0.5 miles)	County	1000	SPLOST, County
6	2c	1	Reduce traffic congestion	Modify zoning/development regulations to encourage connectivity of roads.	City	staff time	City
<b>3 - ECONOMIC DEVELOPMENT</b>							
7	3a	1	Identify and implement gateway signage and landscaping.	Identify and implement gateway signage and landscaping in accord with City "Branding" update	City	180	City
8	3a	1	Strengthen civic pride for residents of Dacula	Create a branding plan	City	50	City
9	3b	2	Community identity/placemaking	Gateway Signage	City	100	City
10	3c	10	Encourage tourism	Plan for New Cultural Center	City	100	City
11	3d	5	Explore Tax Allocation Districts (TAD), impact fees, economic development grant programs, Community Improvements Districts (CIDs), ARC grant programs (LCI), and Infrastructure Development Districts.	Establish City Development Authority to support funding, and consider Tax Allocation Districts (TAD), impact fees, economic development grant programs, Community Improvements Districts (CIDs), ARC grant programs (LCI), and Infrastructure Development Districts..	City	TBD	City
<b>4 - COMMUNITY FACILITIES &amp; SERVICES</b>							
12	4a	5	The current Dacula City Hall has reached maximum capacity	Build a new City Hall at 431 Harbins Road	City	5500	SPLOST
13	4b	1	Need land for future facilities	Identify additional land for future facilities, including annexation opportunities.	City	1100	SPLOST
14	4c	5	Explore grants and service fees for expansion.	Investigate Federal and State grants for community infrastructure.	City	TBD	City
15	4d	10+	City may want to consider impact fees in long term plans	Implement an impact fee program for roads, parks & recreation, and public safety.	City	TBD	City
16	4e	1	Update equipment/increase exercise capacity	Complete playground and exercise upgrade at Maple Creek Park.	City	750	Endowment
17	4f	1	Provide additional amenities for residents and visitors	Explore a pocket park program			
18	4g	1	Need sewer for denser development	Negotiate with County on Sewer			



# Community Work Program continued

Item 3.

#	Strategy ID	Priority	Need, Opportunity or Purpose	Project	Responsible Party	Cost	Funding Source
<b>1 - POPULATION &amp; HOUSING</b>							
<b>5 - BROADBAND</b>							
19	5a	5	Need to identify specific locations with inadequate services and ensure that every resident has access to reliable and affordable broadband services.	Identify specific areas that are not served by broadband service providers and create an action plan to promote the deployment of broadband services to these areas by qualified broadband service providers.	Utility Providers, County, City	staff time	City, County, Private Providers
20	5b	5	Need to address disposition/removal of retired towers.	Support legislative direction from the State to define protection of City rights-of-way and decommissioning and removal of retired towers.	Utility Providers, City, County	10	City, County
<b>6 - LAND USE AND DEVELOPMENT PATTERNS</b>							
21	6a, 6b, 6c, 6d	1	Increase employment opportunities	Adopt Future Character Area map and defining narrative as a guide for future land use decisions for rezoning and	City	staff time	City
22	6b, 7c	1	Pursue LCI grant for downtown planning and identify priorities and funding.	Identify local \$/match reqts. and pursue LCI grant from ARC to fund Livable Community Initiatives Plan.	City, Gwinnett County	50	ARC, Gwinnett County
23	6e	2	Maintain existing community character	Review and update building codes as needed	City	staff time	City
24	6f	5	Update signage ordinance as needed.	Update zoning ordinance and development regulations to support integrate aesthetic signage standards.	City	TBD	City
25	6f	3	Reduce traffic congestion	Review and update zoning and development regulations to encourage connectivity and alternative modes of	City	staff time	City
<b>7 - COMMUNITY BUILDING AND ENGAGEMENT</b>							
26	7a, 7b	1	Protect and promote a culture of civic engagement	Add a page to the city website highlighting engagement opportunities and activities of volunteers	City	staff time	City
27	7b	5	Protect and promote a culture of civic engagement	Create an annual recognition event to honor outstanding volunteers and organizations	City	10	City
28	7d	1	Create opportunities for residents to get together socially and build community.	Plan and promote additional events and opportunities for community building such as arts in the park, farmers	City	staff time	City

# Appendices

## Appendix A: Interview Summaries

### Challenges

- Not keeping up with other places. People need to leave Dacula for dining, culture, and entertainment.
- Population is getting more diverse and polarized.
- People are not open minded about diversity.
- Rowan Projects impact on Dacula is unknown.
- No Downtown Development Authority, no main street, and most of the development is on the southern side of town.

### Change

- Dacula was the edge of the metro area. Barrow/Jackson has recently expanded growth and now Dacula is in the middle.
- Rowen provided a lot of opportunity for feedback on their plans.
- People want to preserve eastern side of county because it is less developed; however, preservation is not possible considering the growth within the county.
- The county needs to keep up with growth. The county isn't creating growth; it is responding to growth.

### Communication

- City should keep county informed of plans.
- Schools communicate better with county than with city.
- City doesn't work with business owners to get the word out about jobs. A job fair could help kids.
- City does not have a tagline or vision. People do not know the location of city hall.
- City doesn't seem to interact with other governments, Chamber of Commerce, etc.

### Economic Development

- TDSI/CSX distribution, Publix warehouse/distribution, industries/commercial, and airport are in close proximity.
- Rowan
- Airport Master Plan is in progress: fourth busiest, General Aviation, Level 3.
- Balance of bustling economic activity, common areas for festivals, connectivity/mobility, jobs, schools, and opportunities for young people.



## Appendix A: Interview Summaries (continued)

### Engagement

- More opportunities for civic engagement would be good for the community and school age kids.
- City is not engaged with businesses - possible thing to do would be to host a regular meeting with businesses.
- City does not have cultural activities and engage with the community.
- City is isolated from the rest of the county because of their lack of engagement.
- City needs a marketing plan & tagline.

### Historic Preservation

- Preserve old houses.
- Work with county to get preservation grants.

### Housing

- Need to be more strategic.
- People don't want apartment complexes. Townhomes could work here.
- Want to maintain high home-ownership rates.
- May need a regulation to ensure new construction are not rentals.
- Cost of housing is a concern.
- Gwinnet has a housing shortage.
- The County is pursuing redevelopment as a solution to residents' development fatigue.

### Infrastructure

- School was not consulted when Dacula Road was done; it doesn't work well for anyone and people complain.
- Traffic congestion is a problem, especially around schools.

### Land Use

- Revitalize downtown and create a main street.
- Winder Highway needs a plan.
- Revitalize downtown from Winder Highway to historic downtown.
- Opportunity with downtown redevelopment, not been done yet.
- DRI's on both side of SR 316 near Winder Highway.



## Appendix A: Interview Summaries (continued)

### Opportunities

- Use parks for cultural events. Fall Festival could be good. (church and schools are the only organizations putting things on other than the parade).
- Create a destination location. Example: Suwanee has created a young urban space.
- Hebron Church location (150 acres) would be a good place for a mainstreet.
- Need leadership from city to implement the plan.

### Quality of Life

- Access to local restaurants and grocery stores.
- County wants a “15 Minute City.”
- City should have its own town green for its own activities.
- No entertainment options. You come here to live and be left alone. You go to a neighboring city for things.

### Schools

- Schools plan 5-year out, not further.
- Schools plan by watching rezonings, apartment developments, and subdivisions.
- 2027-2032 Schools Plan is coming up.
- School system is concerned with how Rowan will impact school boundaries.
- Need to expand, but there is not enough land on existing properties.
- Schools are in the middle of commercial area with no buffer.

### Trails

- Multi-use trail to follow the Sugarloaf Parkway Corridor extension.
- Trail along power/gas easements. Piedmont Path is still scoping out the possibility.

## Appendix A: Interview Summaries (continued)

### Transportation

- Completion/continuation of Sugarloaf Parkway interchange/ROW through Dacula.
- Hebron Church lot is hub for Gwinnett Transit.
- Need to widen and expand roads.
- Local trolley/bus from one end of town to the other might help with traffic.
- DOT Transforming SR 316 program – limited access highway.
- Express service still exists to Atlanta. It is an alternate for commuter train to Charlotte includes Dacula CSX.
- Unified Plan (next year), Transportation (end of year) and Transit development (September) plans are underway.
- Winder Hwy at R 316 interchange should add improvement. Rerouting Fence Rd will impact Dacula. Potential for a Fence Road exit.
- Development pressure near Harbins Road and SR 316 interchange. DRI has been submitted.
- Dacula and the surrounding area is very car centered, more cars that come with growth will make it worse.
- Gwinnet DOT provides some assistance to Dacula when the City makes road improvements. The county helps with traffic detours, etc.

### What do people love?

- Rich history, small, and family oriented.
- Balance between suburban rural areas.
- Near other city downtowns (Lawrenceville, Buford, Suwanee).
- Schools all together and near the park and library. Good for students. Great access for kids and families.
- Good schools, low crime, and access to parks.
- Small town vibe.
- Feels a little bit country, not the same rush as a place like John's Creek.

### What do people want?

- People want community, sense of place, walking, neighborhood coffee shop, and town center.
- City Pride
- Town center/city center

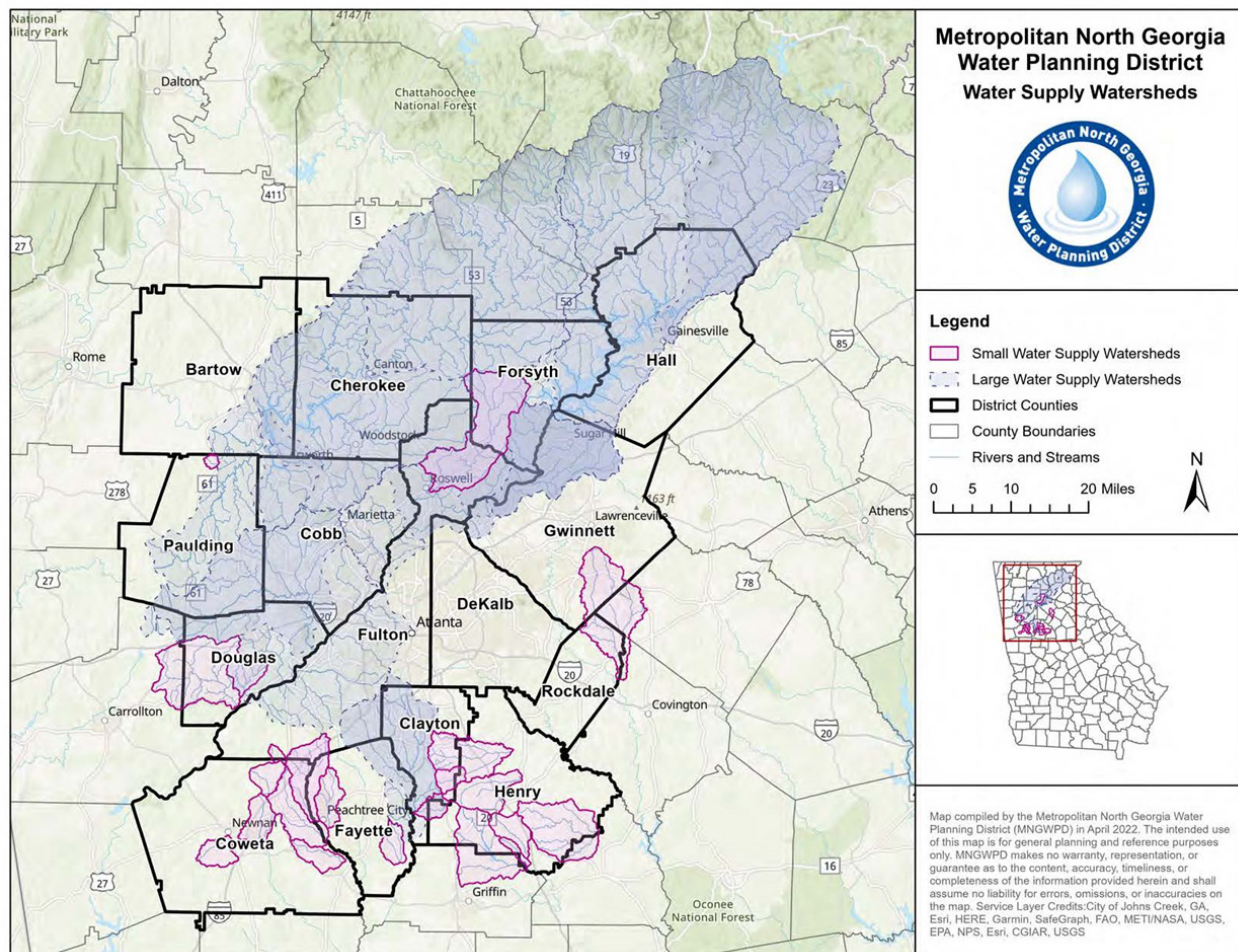
## Appendix B: Environmental Planning Criteria

### Water Resources

Gwinnett County and its member municipalities have adopted Part V of the Georgia Planning Act, the environmental planning criteria developed by the Department of Natural Resources (DNR). These standards include requirements governing development in water supply watersheds, groundwater recharge areas, and river corridors (DNR Rules for Environmental Planning Criteria). Each of the water resource types in Dacula and the corresponding environmental criteria are described below.

### Stream Buffers and Setbacks

DNR defines a water supply watershed as land in a drainage basin upstream of governmentally owned public drinking water supply intake. Dacula is in the large water supply watersheds for the Alcovy and Apalachee Rivers. These are both large water supply watersheds with intakes more than 7 miles downstream of the City, therefore no buffers or other Part 5 Criteria apply. (Source: Metropolitan North Georgia Water Planning District)



## Appendix B: Environmental Planning Criteria (continued)

### Ground Water Recharge Area

A substantial portion of Dacula is within a groundwater recharge area. In the Piedmont region of Georgia, most groundwater is stored in overlying soils, particularly those with thicker soils. To protect our groundwater from pollution, DNR has implemented regulations regarding landfills, hazardous waste disposal, chemical storage, agricultural waste, septic tanks and drain fields, wastewater irrigation and spreading, permanent storm infiltration basins, and new wastewater treatment basins.

Communities seeking to promote water supply protection measures could seek low impact development and other techniques for increasing on-site infiltration of stormwater within groundwater recharge areas.

### Protected Rivers

DNR defines a water supply watershed as land in a drainage basin upstream of governmentally owned public drinking water supply intake. Dacula is not located in a water supply watershed. (Source: Metropolitan North Georgia Water Planning District)

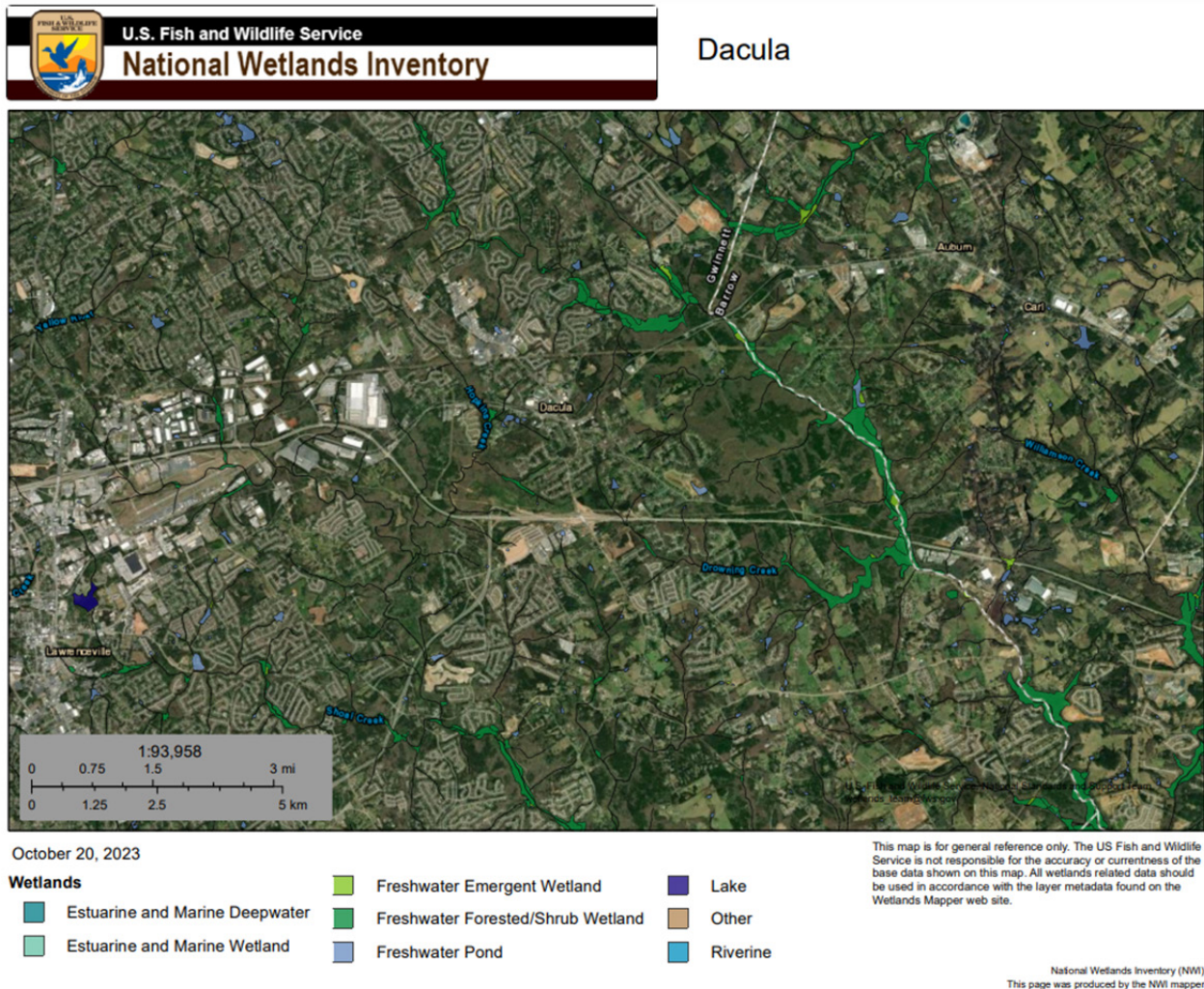
### Wetlands

According to DNR rules, local governments must consider wetlands in their planning decisions, mapping and identifying them in land use plans. DNR outlines a number of considerations that must be addressed and the minimum types of wetlands that the city must identify. Under federal policy, development should not alter or degrade wetlands without showing that there will be no adverse impacts or net loss of wetlands. There are a few freshwater ponds in Dacula as well as a small area of wetlands along Drowning Creek in the southern part of the city.



## Appendix B: Environmental Planning Criteria (continued)

### Wetlands (continued)



### Floodplains

Parts of Dacula are within the 100-year floodplain, which means that the probability of an annual flood in these areas is 1%. These areas are along Hopkins Creek and Drowning Creek. Within these floodplains, construction may not alter the area's flood characteristics or create hazardous velocities of water. Development in the floodplains is restricted to public parks, agriculture, dams, bridges, parking areas, public utility facilities, and outdoor storage.

## Appendix B: Environmental Planning Criteria (continued)

### Regional Water Plan

The Metropolitan North Georgia Water Planning District was established in 2001 for the purpose of establishing policy, creating plans, and promoting intergovernmental coordination for all water-related issues in the District. The goal of the District is to develop comprehensive regional water resources plans that protect water quality and water supply in and downstream of the region, protect recreational values of the waters in and downstream of the region, and minimize potential adverse impacts of development on waters in and downstream of the region. The Planning District also facilitates multi-jurisdictional water-related projects and enhances access to funding for water-related projects among local governments in the district area. The District develops regional and watershed-specific plans for stormwater management, wastewater treatment, water supply, water conservation, and the general protection of water quality. The Planning District comprises all local governments within a 15-county area, including Gwinnett. The City has adopted all of the required ordinances.

## Required Documentation

### Public Hearing #1 - City Council Agenda



## Mayor and City Council Worksession

Thursday, June 01, 2023 at 6:00 PM

Dacula City Hall, Council Chambers

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

### Agenda

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

#### OLD BUSINESS:

#### NEW BUSINESS:

1. **PUBLIC HEARING:** Comprehensive Plan Presentation
2. Ordinance to amend Article XII of the Zoning Resolution
3. Compensation survey
4. Refund authorization request

#### MARSHAL UPDATE:

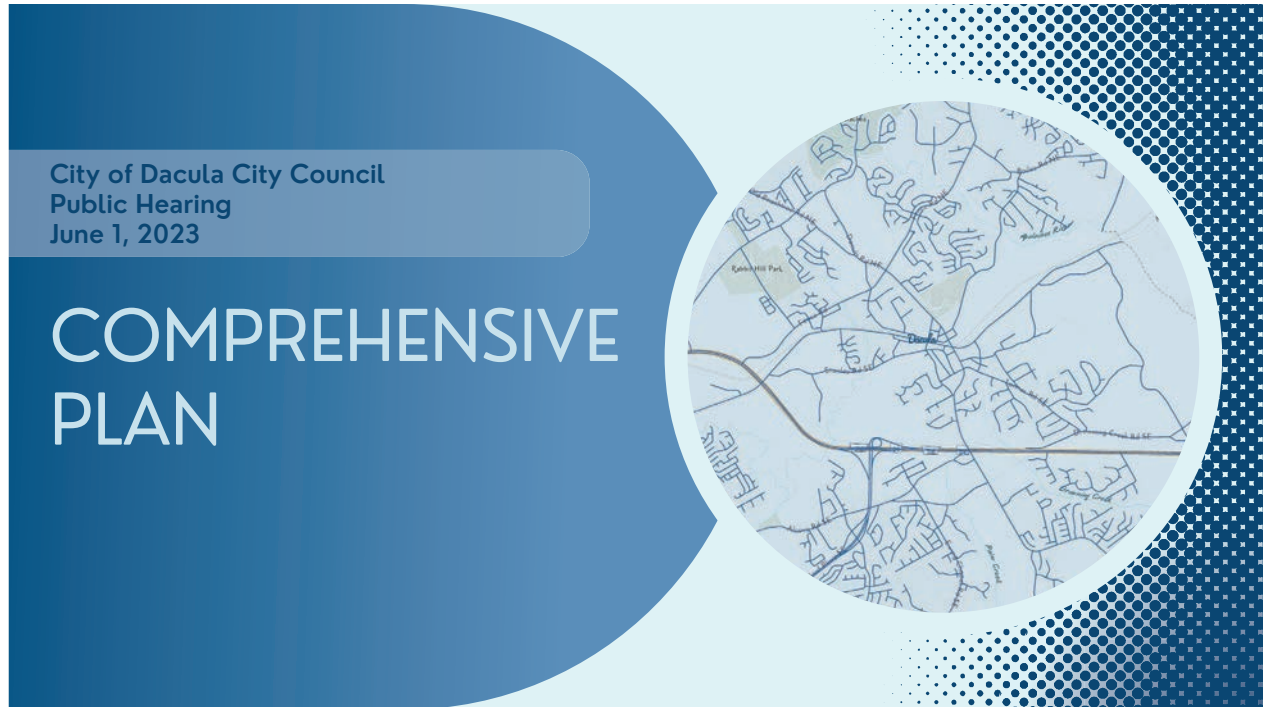
#### CITY ADMINISTRATOR UPDATE:

#### MEMBER COMMENT(S) / QUESTION(S):

#### ADJOURNMENT:

## Required Documentation (continued)

### Public Hearing #1 - Presentation



## TONIGHT'S AGENDA



What is a Comprehensive Plan



Community Engagement Program



Schedule



Questions and Comments



## Required Documentation (continued)

### Public Hearing #1 - Presentation

# What is a Comprehensive Plan?

A 30-year blueprint to guide growth

Update required every 5 years

Basis for future zoning and capital facilities decisions

Allows for State Funding



## Components of the Plan



## Required Documentation (continued)

### Public Hearing #1 - Presentation

# Comprehensive Plan Elements

Community Facilities  
Economic Development  
Land Use & Development  
Transportation  
Housing & Neighborhood  
Development  
Broadband



# Comprehensive Plan Elements

Community Goals

- Vision Statement
- Goals
- Policies

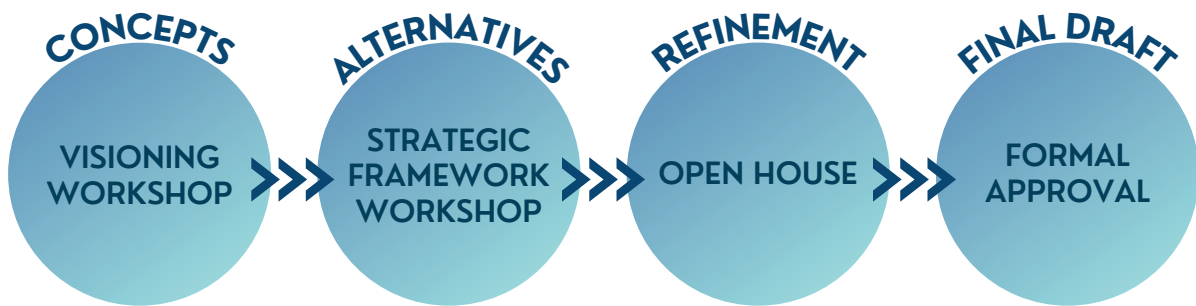
Needs and Opportunities  
Implementation Plan  
Work Program



## Required Documentation (continued)

### Public Hearing #1 - Presentation

## Community Engagement Workshops



## Community Engagement Workshops

Visioning Workshop



## Required Documentation (continued)

### Public Hearing #1 - Presentation

#### Community Engagement Workshops

Visioning Workshop

Strategic Framework Workshop



#### Community Engagement Workshops

Visioning Workshop

Strategic Framework Workshop

Open House




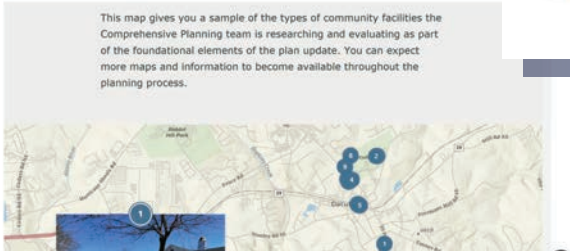


## Required Documentation (continued)

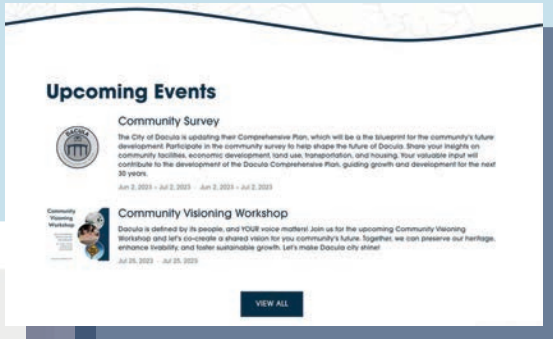
### Public Hearing #1 - Presentation


<div> <div>Community Engagement and Outreach</div>  </div>	Website
	Flyers, Social Media, Signs
	Stakeholder Interviews
	Steering Committee Meetings (Required)
	2 Public Hearings (Required by DCA)
	Comment forms (online and at in-person meetings)
	Surveys/questionnaires (online and print)





## daculacompplan.com





Scan to visit the website

## Required Documentation (continued)

### Public Hearing #1 - Presentation

#### Online Survey

- Open from June 2 to July 2
- Covers all core components of the plan
- 7-10 minutes total to complete the survey
- Paper copies will be available at City Hall
- Summary results shared on project website



Scan to take  
the survey

9:22 AM Melinda

#### Dacula Comprehensive Plan Commu...

The City of Dacula is updating their Comprehensive Plan, which will be a blueprint for the community's future development. Participate in the community survey to help shape the future of Dacula. Share your insights on community facilities, economic development, land use, transportation, and housing. Your valuable input will contribute to the development of the Dacula Comprehensive Plan, guiding growth and development for the next 30 years.

All responses are confidential and will be reported in summarized form with other participants' feedback. Join us in expressing the community's vision by taking the survey today.

If you have questions or would like to learn more about the Comprehensive Plan, visit the website at [www.daculacompplan.com](http://www.daculacompplan.com)

Do you live inside the City Limits of Dacula?\*

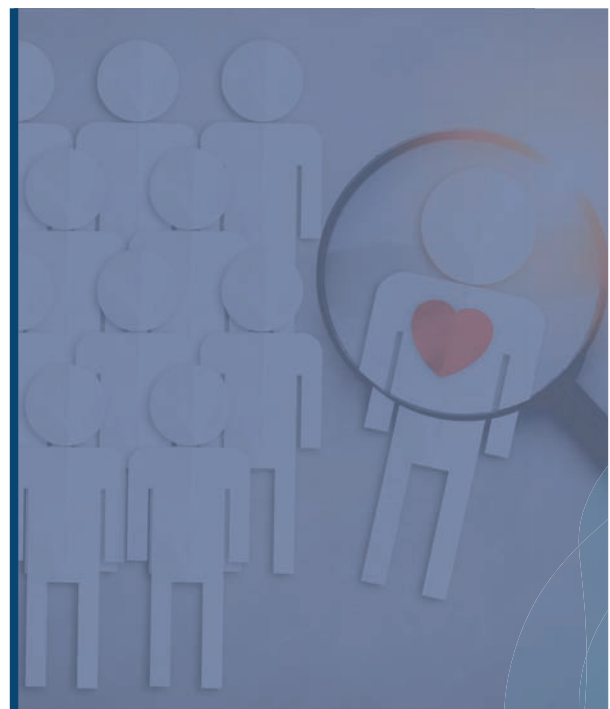
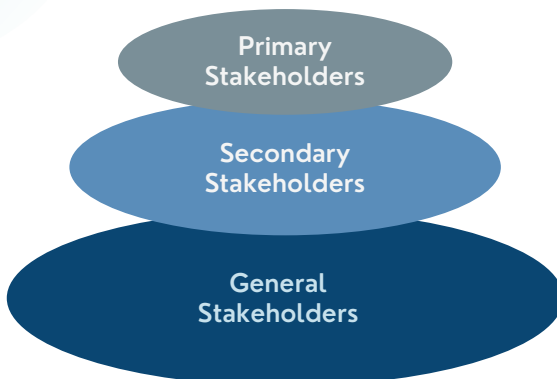
☐ Yes

☐ No

Are you currently employed?

☐ Yes

#### Stakeholder Identification



## Required Documentation (continued)

### Public Hearing #1 - Presentation

Important Dates		
Date/Time	Event	Location
June 1 - 6:00 pm	Public Hearing and Project Kickoff	Council Regular Session
July 13 - 6:00 pm	Steering Committee Meeting	City Hall
July 25 - 6:00 pm	Visioning Workshop	City Hall
September 14 - 6:00 pm	Strategic Framework Workshop	Maple Creek Park
September 18 - 6:00 pm	Steering Committee Meeting	City Hall
October 12 - 6:00 pm	Steering Committee Meeting	City Hall
October 19 - 4:00 - 8:00 pm	Open House Drop In	City Hall
November 2 - 6:00 pm	Transmittal Hearing	Council Regular Session



### Public Workshops

Date/Time	Event	Purpose	Location
July 25 6:00 pm	Visioning Workshop	Develop a Vision for the future of Dacula	City Hall
September 14 6:00 pm	Strategic Framework Workshop	Discuss Strategies for Reaching the Vision	Maple Creek Park
October 19 4:00 - 8:00 pm	Open House Drop In	Refine Strategies and Implementation plan	City Hall

## Required Documentation (continued)

### Public Hearing #1 - Presentation



**Community Visioning Workshop**

Join us in planning the future for the City of Dacula!

July 25, 2023 - 6:00 pm  
Dacula City Hall  
442 Harbins Road  
Dacula, GA 30019

[www.daculacompplan.com](http://www.daculacompplan.com)

The flyer features three circular images: a top-right circle showing a map with building footprints, a middle-left circle showing hands placing yellow sticky notes on a map, and a bottom-right circle showing a yellow diamond-shaped road sign that reads "BRIGHT FUTURE AHEAD".

# THANK YOU!

email: [connect@daculacompplan.com](mailto:connect@daculacompplan.com)



## Required Documentation (continued)

### Public Hearing #2 - City Council Agenda



### Mayor and City Council Regular Meeting

Thursday, November 02, 2023 at 7:00 PM

Dacula City Hall, Council Chambers

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

### Agenda

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

#### INVOCATION:

#### PUBLIC SERVICE DEDICATION:

1. Harold Edwards

#### CONSENT AGENDA:

2. Approval of Minutes from the Regular Council Meeting on October 5, 2023
3. Transmit Comprehensive Plan to DCA and ARC
4. Ordinance to amend Chapter 10, Article II – Floodplain Management / Flood Damage Prevention
5. Resolution to urge the United States FDA to prioritize and increase enforcement against vaping manufacturers
6. Maxey Street Sewer Improvement Project Intergovernmental Agreement
7. Brookton Place Subdivision road improvements bid package
8. Whisper Way storm drainage replacement design proposal
9. City Branding Guidelines

#### OLD BUSINESS:

#### NEW BUSINESS:

#### STAFF COMMENTS:

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

#### PUBLIC COMMENTS:

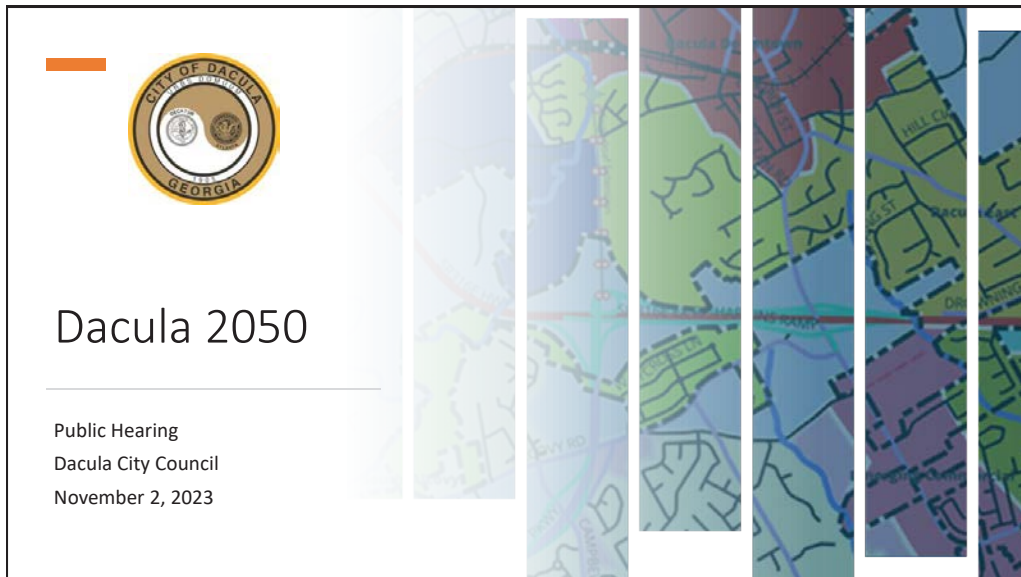
#### EXECUTIVE SESSION: Real property matters

#### ADJOURNMENT:

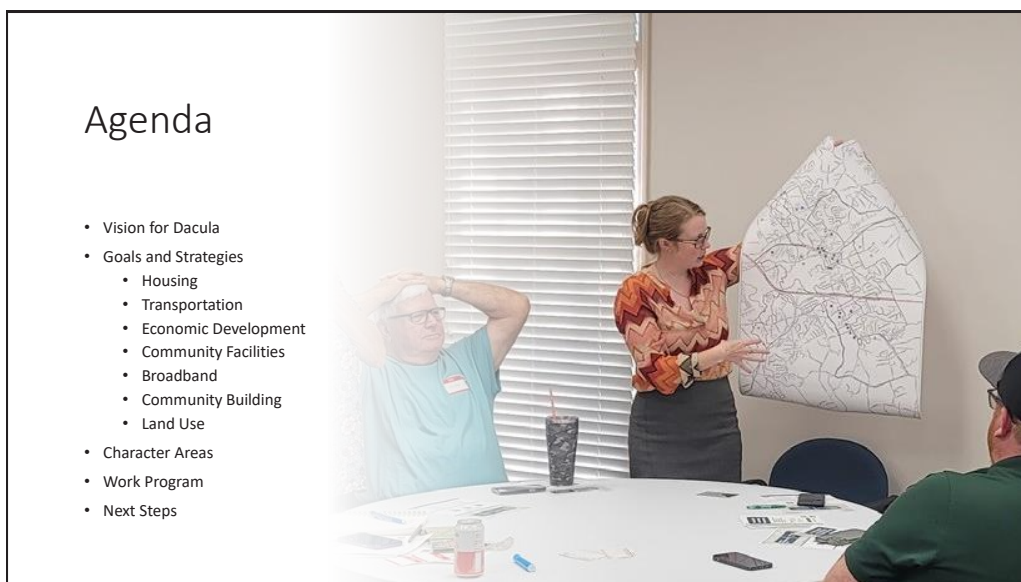
# Required Documentation (continued)

## Public Hearing #2- Presentation

10/26/2023



1



2

1

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

## Vision Statement

*The City of Dacula makes effective investments in families and children, neighborhood pride, diversity, thriving economy, quality government services, and leadership.*

3



## Goals and Policies

- Ensure a safe community
- Encourage positive development of youth
- Foster neighborhood pride and increase sense of community
- Maintain an attractive City
- Recruit and retain a highly-skilled and diverse workforce
- Ensure long-term financial stability
- Optimize staff effectiveness through training, technology, equipment, and facilities

4

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Housing and Population Goals

- Provide housing opportunities that ensure Dacula is a lifetime, multigenerational community for residents across the socioeconomic spectrum.
- Stimulate infill housing development in existing neighborhoods
- Address dilapidated and substandard housing
- Encourage development of housing opportunities that enable residents to live close to where they live their lives.



5

#### Housing Strategies

- Encourage Infill Development
- Create a “Livable Centers Initiative” (LCI) Plan to provide an opportunity for the City to specify redevelopment of central area to include a variety of housing types.



6



## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Transportation Goal

**Goals:** Encourage multi-modal transportation options, including bike, public transportation, and pedestrian.

##### Policies

- Reserve right-of-way for new multiuse and walking trails
- Coordinate with County and regional public transportation efforts

**Goal:** Improve Traffic Flow

##### Policies

- Encourage interconnected road network.
- Identify areas where additional roads would relieve downtown congestion.

7

#### Transportation Strategies

- Develop a master plan for bicycle and pedestrian trails.
- Connect Old Peachtree Road to Fence Road behind existing Kroger.
- Incentivize connectivity for new developments and redevelopments by offering bonus density.

8

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

### Community Facilities Goals and Policies

**Goal: Have adequate space for public safety, courts, and administration.**

Policies

- Reserve existing City parcel ownership for future needs.
- Increase capacity at existing facilities.

**Goal: Develop revenue sources for the funding of expanded community facilities.**

Policies


- Encourage commercial and industrial development and redevelopment to enhance the tax base.
- Identify other funding sources for community facilities
- Support EV recharging stations as a potential revenue source

**Goal: Have adequate parks and recreation for a growing population.**

Policies

- Maintain and enhance existing park facilities.
- Connect with surrounding multi-use trail networks
- Create a pocket park system

11



### Community Facilities Strategies

- Develop a master plan for property across from existing City Hall.
- Identify addition land for future facilities, including annexation opportunities.
- Investigate Federal and State grants for community infrastructure.
- Implement and impact fee program for roads, parks & recreation, and public safety.
- Complete playground and exercise upgrade to Maple Creek Park.
- Explore a pocket park program.
- Negotiate with County on sewer.

12

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Broadband Goals and Policies

Goal: Ensure that every resident has access to reliable and affordable broadband services.

##### Policies

- Work with broadband providers to identify any areas of the community that lack access to broadband.
- Work with broadband providers to provide reliable service to every resident and business in the city.

13

#### Broadband Strategies

- Provide broadband availability to unserved areas.
- Protect city properties by advocating for retired tower removal.



14

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023



#### Community Building Goals

- Goal: Create opportunities for residents to get together socially and build community
- Goal: Protect and promote a culture of civic engagement
- Goal: Strengthen civic pride for residents of Dacula

15

#### Community Building Strategies

- Make it easy to find out how to get engaged with the city.
- Reward civic involvement.
- Create spaces for public engagement.
- Create additional opportunities for engagement and community building.
- Improve civic pride with branding plan.



16



## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Land Use Goals and Policies

**Goal: Maintain existing character in established neighborhoods**

**Policies**

- Redevelopment in existing neighborhoods should be limited to existing zoning but encourage connectivity when opportunities arise.
- Enforce codes to maintain the health, welfare and safety of the community.

**Goal: Increase diversity of land uses in downtown character area.**

**Policies**

- Allow for higher density, connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.

17

#### Land Use Goals and Policies

**Goal: Increase base economic activity through land use**

**Policies**

- Identify areas for manufacturing.
- Encourage research and development activities.
- Support tourism.



18

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Land Use Strategies

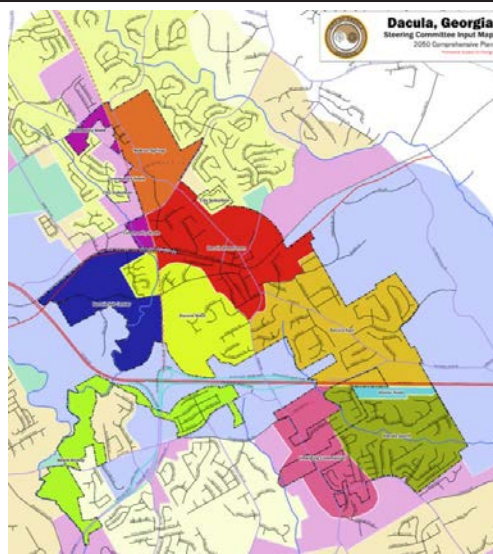
- Identify specific areas reserved for industry and commercial office & retail.
- Reserve area for hotels and support industry.
- Implement future character area map as a guide for new development and redevelopment.
- Review and update building codes.
- Review and update zoning and development codes.



19

#### Character Areas

- An area with unique attributes, such as architectural style or cultural significance, used to guide development and preservation efforts.
- Helps maintain or guide the distinct identity and character of different parts of a city.



20

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139

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Community Node Character Area

The Community Node Character Areas is planned to be a primarily a commercial mixed-use area of the city adjacent to unincorporated Gwinnett County in the northwest area of the city. It should support employment of both city and unincorporated residents as well as provide lower cost housing options where appropriate.

##### Objectives

- Provide an appropriate transition between land uses and intensity.

##### Policies

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.



21

#### Dacula Downtown Character Area

The Dacula Downtown Character Area is planned to be a primarily commercial retail growth area of the city. The goal would be to have a livable, walkable city center to attract tourism, support employment of residents and to provide a place for entertainment and recreational opportunities.

##### Objectives

- Increase employment opportunities for the citizens of Dacula to match or exceed planned population increases for the City.
- Decrease vehicular traffic by providing access to trails, sidewalks and public transportation.
- Provide an appropriate transition between land uses and intensity.

##### Policies

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.



22

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Dacula East and West Character Areas

The Dacula East and West Character Areas are primarily single-family residential. Most of the East character area is developed, however, the West character area has more undeveloped land. Infill and redevelopment may happen and should continue this existing character and residential density. The goal is to maintain existing character and provide community amenities including neighborhood commercial and pocket parks.

##### **Objectives**

- Maintain existing character.

##### **Policies**

- Allow for small scale neighborhood commercial along Harbins Road.
- Look for opportunities to connect to multiuse trail system (both County and planned city multiuse trails).
- Allow for higher density and better connectivity in Dacula West Character area.



23

#### Hebron Springs Character Area

The Hebron Springs Character Area is home to a larger church and private school and is primarily a commercial retail growth area of the city. The goal would be to have walkable shops, sit-down restaurants and a movie theatre to attract tourism, and to provide a place for entertainment and recreational opportunities for Dacula residents.

##### **Objectives**

- Decrease vehicular traffic by providing access to trails, sidewalks, and public transportation.

##### **Policies**

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Restrict drive thru businesses



24

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141



## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### City Suburban Character Area

There are two areas identified as City Suburban future character. These are currently residential subdivisions and are planned to remain unchanged during the planning horizon. The adjacent County future character areas are identified as emerging suburban. It is anticipated that these land uses are compatible. Request for zoning changes should be consistent with current character.

##### **Objectives**

- Maintain existing character.

##### **Policies**

- Look for opportunities to connect to multiuse trail system (both County and planned city multiuse trails)



25

#### Dacula South and South Alcovy Character Areas

The Dacula South and South Alcovy Character Areas are primarily single-family residential. Most of the Dacula South character area is developed. Infill and redevelopment may happen and should continue this existing character and residential density. The goal is to maintain existing character and provide community amenities including neighborhood commercial and pocket parks.

##### **Objectives**

- Maintain existing character.

##### **Policies**

- Allow for small scale neighborhood commercial activities along main corridors such as Alcovy Road.
- Look for opportunities to connect to multiuse trail system (both County and planned city multiuse trails).



26

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Emerging Commercial Character Area

The Emerging Commercial Character Areas is planned to be a primarily mixed-use area of the city along Harbins Rd south of S.R. 316. The goal is to have consistent land use with Gwinnett County's plan which has identified this area as Community Node described earlier in this element. It should support employment of both city and unincorporated residents as well as provide lower cost housing options.



##### **Objectives**

- Provide a transition area on Harbins Rd. consistent with County Comprehensive Plan

##### **Policies**

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.

27

#### Visitor Node Character Area

The visitor node character area was identified to support tourism for both Dacula and this area of the County. The County has identified this part of Gwinnett as an innovation district along S.R. 316. The city of Dacula can take advantage of this economic activity by providing hotels, motels and tourist support services.

##### **Objectives**

- Provide a hotel district with supporting services.

##### **Policies**

- Allow sit-down restaurants.



28

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143

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### City Suburban Character Area

There are two areas identified as City Suburban future character. These are currently residential subdivisions and are planned to remain unchanged during the planning horizon. The adjacent County future character areas are identified as emerging suburban. It is anticipated that these land uses are compatible. Request for zoning changes should be consistent with current character.

##### **Objectives**

- Maintain existing character.

##### **Policies**

- Look for opportunities to connect to multiuse trail system (both County and planned city multiuse trails)



25

#### Dacula South and South Alcovy Character Areas

The Dacula South and South Alcovy Character Areas are primarily single-family residential. Most of the Dacula South character area is developed. Infill and redevelopment may happen and should continue this existing character and residential density. The goal is to maintain existing character and provide community amenities including neighborhood commercial and pocket parks.

##### **Objectives**

- Maintain existing character.

##### **Policies**

- Allow for small scale neighborhood commercial activities along main corridors such as Alcovy Road.
- Look for opportunities to connect to multiuse trail system (both County and planned city multiuse trails).



26

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Emerging Commercial Character Area

The Emerging Commercial Character Areas is planned to be a primarily mixed-use area of the city along Harbins Rd south of S.R. 316. The goal is to have consistent land use with Gwinnett County's plan which has identified this area as Community Node described earlier in this element. It should support employment of both city and unincorporated residents as well as provide lower cost housing options.



##### **Objectives**

- Provide a transition area on Harbins Rd. consistent with County Comprehensive Plan

##### **Policies**

- Allow for higher density, and increase in connectivity, and transportation modal options.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities.

27

#### Visitor Node Character Area

The visitor node character area was identified to support tourism for both Dacula and this area of the County. The County has identified this part of Gwinnett as an innovation district along S.R. 316. The city of Dacula can take advantage of this economic activity by providing hotels, motels and tourist support services.

##### **Objectives**

- Provide a hotel district with supporting services.

##### **Policies**

- Allow sit-down restaurants.



28

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145



## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

#### Dacula Job Center Character Area

The Dacula Job Center Character Area may include light industrial and manufacturing, warehousing, industrial offices, and distribution facilities. While Industrial areas may be appropriate in several locations within the City, it is important to limit the types of industrial uses to minimize impacts on adjacent areas. For instance, while industrial office space might be appropriate in somewhat proximity to some types of residential development, the noise and freight traffic associated with distribution/warehousing necessitates a buffer between it and any type of residential use.

##### Objectives

- Increase base economy.
- Protect river.

##### Policies

- Allow for low impact industry.
- Encourage the redevelopment of underutilized and/or abandoned/dilapidated properties.
- Balance land use to provide both housing and employment opportunities



29

#### Community Work Program

To Do List...

#	Strategy ID	Priority	Need, Opportunity or Purpose	Project	Responsible Party	Cost	Funding Source	Additional Comments
<b>1 - POPULATION &amp; HOUSING</b>								
1	1a	1	Prioritize (eastward) annexation, infrastructure, and planned development between CSX RR and SR316 east to support growth of employment, commerce, and homes to support tax base.	Annex area between CSX RR and along south side of Georgia 316 to accommodate future growth and development.	City	100	City	
2	1a	1	Create a "Livable Centers Initiative" (LCI) Plan to provide an opportunity for the City to specify redevelopment of central area to include a variety of housing types.	Identify local \$/match reqts. and pursue LCI grant from ARC to fund Livable Community Initiatives Plan.	City, Gwinnett County	50	City, ARC, Gwinnett County	
3	1b	1	Encourage Infill Development	Identify empty and dilapidated lots within the city and promote them for redevelopment.	City, Gwinnett County	staff time	City	
<b>2 - TRANSPORTATION</b>								
4	2a	5	Identify where appropriate for pedestrian and bicycle routes.	Prepare City bicycle/pedestrian and trail plan to identify and provide pedestrian and bicycle mobility and accessibility.	Gwinnett County, PATH Foundation	40	GDOT, Gwinnett	
5	2c	1	Reduce traffic congestion	Modify zoning/development regulations to encourage connectivity of roads.	City	staff time	City	
6	2b	5	Reduce traffic congestion	Build road behind Kroger, extending Old Peachtree Rd. to Fence Rd. (Approx 0.5 miles)	County	1000	SPLOST, County	

30

# Required Documentation (continued)

## Public Hearing #2- Presentation

10/26/2023

Community Work Program (Continued)								
#	Strategy ID	Priority	Need, Opportunity or Purpose	Project	Responsible Party	Cost	Funding Source	Additional Comments
<b>3 - ECONOMIC DEVELOPMENT</b>								
7	3a	1	Identify and implement gateway signage and landscaping.	Identify and implement gateway signage and landscaping in accord with City "Branding" update	City	180	City	
8	3b	1	Strengthen civic pride for residents of Dacula	Create a branding plan	City	50	City	
9	3a	2	Community identity/placemaking	Gateway Signage	City	100	City	Locations and style/color need to be identified
10	3c	10	Encourage tourism	Plan for New Cultural Center	City	100	City	
11	3d	5	Explore Tax Allocation Districts (TAD), impact fees, economic development grant programs, Community Improvements Districts (CIDs), ARC grant programs (LCI), and Infrastructure Development Districts.	Establish City Development Authority to support funding, and consider Tax Allocation Districts (TAD), impact fees, economic development grant programs, Community Improvements Districts (CIDs), ARC grant programs (LCI), and Infrastructure Development Districts..	City	TBD	City	
<b>4 - COMMUNITY FACILITIES &amp; SERVICES</b>								
12	4c	5	Explore grants and service fees for expansion.	Investigate Federal and State grants for community infrastructure.	City	TBD	City	
13	4b	1	Need land for future facilities	Identify additional land for future facilities, including annexation opportunities.	City	1100	SPLOST	
14	4e	1	Update equipment/Increase exercise capacity	Complete playground and exercise upgrade at Maple Creek Park.	City	750	Endowment	In progress
15	4a	5	The current Dacula City Hall has reached maximum capacity	Build a new City Hall at 431 Harbins Road	City	5500	SPLOST	In budget for FY26
16	4f	1	Provide additional amenities for residents and visitors	Explore a pocket park program				
17	4g	1	Need sewer for denser development	Negotiate with County on Sewer				
18	4d	10+	City may want to consider impact fees in long term plans	Implement an impact fee program for roads, parks & recreation, and public safety.	City	TBD	City	

31

Community Work Program (Continued)								
#	Strategy ID	Priority	Need, Opportunity or Purpose	Project	Responsible Party	Cost	Funding Source	Additional Comments
<b>5 - BROADBAND</b>								
19	5a	5	Need to identify specific locations with inadequate services and ensure that every resident has access to reliable and affordable broadband services.	Identify specific areas that are not served by broadband service providers and create an action plan to promote the deployment of broadband services to these areas by qualified broadband service providers.	Utility Providers, County, City	staff time	City, County, Private Providers	
20	5b	5	Need to address disposition/removal of retired towers.	Support legislative direction from the State to define protection of City rights-of-way and decommissioning and removal of retired towers.	Utility Providers, City, County	10	City, County	
<b>6 - LAND USE AND DEVELOPMENT PATTERNS</b>								
21	6a	5	Update signage ordinance as needed.	Update zoning ordinance and development regulations to support integrate aesthetic signage standards.	City	TBD	City	
22	6a, 6b, 6c, 6d	1	Increase employment opportunities	Adopt Future Character Area map and defining narrative as a guide for future land use decisions for rezoning and redevelopment.	City	staff time	City	Future character area map will be a by-product of the Comprehensive Plan update.
23	6e	2	Maintain existing community character	Review and update building codes as needed	City	staff time	City	
24	6f	3	Reduce traffic congestion	Review and update zoning and development regulations to encourage connectivity and alternative modes of transportation.	City	staff time	City	
25	6b, 7c	1	Pursue LCI grant for downtown planning and identify priorities and funding.	Identify local \$/match reqts. and pursue LCI grant from ARC to fund Livable Community Initiatives Plan.	City, Gwinnett County	50	ARC, Gwinnett County	

32

## Required Documentation (continued)

### Public Hearing #2- Presentation

10/26/2023

Community Work Program (Continued)

#	Strategy ID	Priority	Need, Opportunity or Purpose	Project	Responsible Party	Cost	Funding Source	Additional Comments
7 - COMMUNITY BUILDING AND ENGAGEMENT								
26	7d	1	Create opportunities for residents to get together socially and build community.	Plan and promote additional events and opportunities for community building such as arts in the park, farmers market, etc.	City	staff time	City	
27	7a, 7b	1	Protect and promote a culture of civic engagement	Add a page to the city website highlighting engagement opportunities and activities of volunteers	City	staff time	City	
28	7b	5	Protect and promote a culture of civic engagement	Create an annual recognition event to honor outstanding volunteers and organizations	City	10	City	Cost is annual estimate

33



## Next Steps

- Transmittal to Atlanta Regional Commission
- Revise Plan to address any ARC/DCA concerns
- Final Adoption by City Council (January or February)




34

## Required Documentation (continued)

### Hearing #1 Public Notice

City Council Meeting,  
5/31,6/7,2023

**Gpn16**  
**gdp2124**  
**PUBLIC NOTICE**  
**CITY OF DACULA**

Notice is hereby given that the City of Dacula will conduct a public hearing for the 2050 Comprehensive Plan consisting of a quorum of the members on Thursday, June 1, 2023. This meeting will begin at 6:00 PM at Dacula City Hall, 442 Harbins Road, Dacula, Georgia 30019.

**5/31,2023**

9004 Public Sales/Auctions

### Hearing #2 Public Notice

10:25,11:1,2023

**GDP6346**  
**gpn14**  
**PUBLIC NOTICE**  
**CITY OF DACULA**

The public is hereby notified that the City of Dacula is holding a Transmittal Hearing for the 2050 Comprehensive Plan at the City Council Work-session on Thursday, November 2, 2023, with a quorum of members. The meeting will begin at 6:00 PM at Dacula City Hall located at 442 Harbins Road, Dacula, Georgia 30019.

**10:25,2023**

**GDP6361**





## MEMO

TO: Mayor and City Council of the City of Dacula  
FROM: Brittni Nix, City Administrator  
DATE: January 25, 2024  
SUBJECT: Bid package for Whisper Way Storm Drainage Improvements

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The Whisper Way Storm Drainage Improvements Project bid documents have been finalized and provided for your review. The project includes improving a section of the storm system located at the Whisper Way cul-de-sac (350-365 Whisper Way). The project scope includes:

- Upgrade the existing deteriorated 24" CMP upstream pipe to a 36" RCP pipe (178 L.F. +/-)
- Replace (1) double wing catch basin and (2) headwalls
- Sod disturbed areas

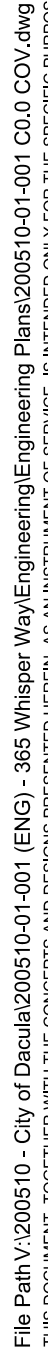
The proposed improvements have an estimated OPCC (Opinion of Probable Construction Cost) of \$106,350.88 dated January 22, 2024. This project is fully funded by American Rescue Plan Act (ARPA) federal funds.

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





File Path V:\200510 - City of Dacula\200510-01 (ENG) - 365 Whisper Way\Engineering Plans\200510-01-001 CO.0 COV.dwg



Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GRADING & DRAINAGE PLAN
C3.1	STORM PROFILE
C4.0	EROSION CONTROL NOTES
C4.1	EROSION CONTROL PLAN PHASE-I
C4.2	EROSION CONTROL PLAN PHASE-II
C4.3	EROSION CONTROL PLAN PHASE-III
C4.4	EROSION CONTROL DETAILS
C5.0	CONSTRUCTION DETAILS
C5.1	CONSTRUCTION DETAILS

10. *Journal of the American Medical Association*, 2000; 283: 2639-2644.





PLAN STATUS
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2024/1/22	FOR CONSTRUCT
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DATE	DESCRIPTION
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RDW	RWH	RDW
DESIGN	DRAWN	CHKD

SCALE 1" = 20'

DATE : 01/22/202

FILE NO. \_\_\_\_\_

SHEET No. 51.9

1. MAINTAIN ACCESS TO DRIVEWAYS THROUGH ALL PHASES OF CONSTRUCTION.
2. LOCATE ALL EXISTING UNDERGROUND UTILITIES, PROTECT EXISTING UTILITIES FROM DAMAGE OR INTERRUPTION DURING ALL PHASES OF CONSTRUCTION.
3. CLEAR & GRUB ALL TREES WITHIN THE 20' PERMANENT DRAINAGE EASEMENT WHERE THE STORM PIPE IS TO BE PLACED.

- A. DEMOLISH & REMOVE TO EARTH SUB-GRADE THE EXISTING CONCRETE DRIVE TO THE LIMITS SHOWN. SAW-CUT AT LIMIT OF DEMOLITION.
- B. DEMOLISH & REMOVE TO EARTH SUB-GRADE THE EXISTING CONCRETE HIGH-BACK CURB & GUTTER TO LIMITS SHOWN. SAW-CUT AT LIMIT OF DEMOLITION.
- C. DEMOLISH EXISTING ASPHALT PAVEMENT & PATCH AFTER NEW STORM PIPE IS INSTALLED.
- D. DEMOLISH AND REMOVE EXISTING 24" CMP STORM PIPE TO EARTH SUB-GRADE.
- E. DEMOLISH AND REMOVE EXISTING CONCRETE HEADWALL TO EARTH SUB-GRADE.
- F. DEMOLISH AND REMOVE EXISTING DOUBLE WING CATCH BASIN TO EARTH SUB-GRADE.
- G. CLEAR AND GRUB EXISTING TREE.
- H. EXISTING RIGHT OF WAY.
- I. TREE SAVE FENCE AT TCE LIMITS.
- J. EXISTING MAIL BOX TO BE PROTECTED. IF THE MAILBOX NEEDS TO BE REMOVED FOR INSTALLATION OF THE STORM PIPE AND STORM STRUCTURES, THEN THE CONTRACTOR SHALL REMOVE & REPLACE IN-KIND. IF DAMAGED DURING CONSTRUCTION, REPLACE IN-KIND.
- K. PROTECT EXISTING TREE.
- L. PROTECT EXISTING POWER POLE, GUY WIRES & OTHER UTILITIES DURING ALL PHASES OF CONSTRUCTION.

1. BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS AT THE PROJECT SITE BY ON-SITE VISITATION AND INSPECTION, REVIEW ALL PLANS, SPECIFICATIONS, FEDERAL, STATE AND COUNTY REGULATIONS AND ORDINANCES, FULLY ASCERTAIN THE SCOPE OF THE WORK ILLUSTRATED AND/OR IMPLIED WITHIN THESE PLANS.
2. COMPLY WITH ALL UTILITIES PROTECTION CENTER REQUIREMENTS. (SEE #4 BELOW)
3. SURVEY AND ESTABLISH ALL TOPOGRAPHIC BENCHMARKS, BOUNDARY MONUMENTATION, BUILT ITEMS AND EXISTING UTILITIES PERTAINING TO THE WORK SHOWN OR IMPLIED WITHIN THESE PLANS AND MAINTAIN SAID LOCATIONS THROUGHOUT THE DURATION OF THE PROJECT.
4. THE PROJECT EXISTING UTILITIES SHOWN HERE HAVE BEEN LOCATED IN AN APPROXIMATE WAY.
  - MARK ALL UTILITIES SHALL CONTACT THE UTILITY PROTECTION CENTER AT (1-800-282-7411);
  - VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES;
  - PROTECT ALL UTILITIES FROM DAMAGE OR INTERRUPTION;
  - REPAIR ANY AND ALL DAMAGES THAT OCCUR DUE TO FAILURE TO VERIFY THE LOCATION OR PROTECT UTILITIES.
5. THE OWNER & DESIGN PROFESSIONAL / LAND SURVEYOR DO NOT GUARANTEE THAT ALL EXISTING UTILITIES ARE ILLUSTRATED ON THESE PLANS. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES.
6. PROTECT ALL UTILITIES FROM DAMAGE THROUGHOUT THE DURATION OF THE PROJECT AND REPAIR ANY AND ALL DAMAGE TO EXISTING UTILITIES CAUSED BY CONSTRUCTION OPERATIONS. REROUTE, RELOCATE AND/OR MODIFY EXISTING UTILITIES THAT APPEAR ON THE REFERENCE SURVEY (ROADS, ACCESSWAYS, DRAINAGE WAYS, ETC.) IN ORDER TO MAINTAIN THE FUNCTION OF SAID FACILITIES.
7. DEMOLISH, REMOVE, RELOCATE, STORE, STOCKPILE THE EXISTING BUILT ITEMS AS ILLUSTRATED ON THE PLANS AND PERFORM ANY INCIDENTAL DEMOLITION WHICH MAY BE REQUIRED TO ACCOMPLISH THE IMPROVEMENTS SHOWN OR IMPLIED WITHIN THE PLANS.
8. MATERIAL, EQUIPMENT AND FIXTURES TO BE REMOVED, WHICH ARE NOT NOTED FOR REUSE OR WHICH HAVE BEEN DESIGNATED BY THE OWNER FOR RETAINAGE OR DELIVERY TO HIS WAREHOUSE OR HOLDING AREA(S), BECOME THE PROPERTY OF THE CONTRACTOR, PROMPTLY REMOVE FROM THE SITE. ANY DISPOSAL OF SAID MATERIALS SHALL BE DONE SO LEGALLY.
9. RENDER THE ENTIRE CLEARED SITE FREE OF DEMOLISHED REMNANTS, DEBRIS AND OTHER ITEMS OR CONDITIONS WHICH MIGHT HAVE A DELETERIOUS EFFECT ON THE CONTINUED CONSTRUCTION OF THE PROJECT.
10. PROVIDE ALL TEMPORARY TRAFFIC SAFETY DEVICES INCLUDING BUT NOT LIMITED TO BARRICADES, SIGNAGE, SIGNS, LIGHTS OR FLAGMEN TO PROTECT THE PUBLIC AT LARGE, AND CONSTRUCTION PERSONNEL WHILE OPERATING IN PUBLIC STREETS AND / OR RIGHTS-OF-WAY.
11. ERECT AND MAINTAIN ALL SOIL EROSION CONTROL MEASURES PRIOR TO DEMOLITION OPERATIONS AND PROTECT ADJACENT PROPERTIES REGARDLESS OF OWNERSHIP.
12. ALL EXISTING ASPHALT PAVEMENT THAT IS TO BE DEMOLISHED WILL BE DEMOLISHED AND REMOVED TO EARTH SUB-GRADE. MATERIAL IS TO BE DISPOSED OF LEGALLY OFF-SITE.
13. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND / OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
14. FIRE HYDRANTS AND WATER MAINS ARE TO BE INSTALLED, FLUSHED AND UNDER PRESSURE BEFORE ANY COMBUSTIBLE CONSTRUCTION IS STARTED.
15. DURING CONSTRUCTION ACCESS ROADWAYS CONSTRUCTED OF AN ALL WEATHER SURFACE CAPABLE OF SUPPORTING 75,000 POUNDS GROSS WEIGHT SHALL BE PROVIDED PER INTERNATIONAL FIRE PREVENTION CODE 2003 EDITION SECTION 503.2.3 AS REQUIRED.
16. REMOVE ALL MISCELLANEOUS DEBRIS FROM WITHIN THE PROJECT LIMITS OF DISTURBANCE.
17. SAW-CUT SMOOTH LINE BETWEEN PORTIONS OF CURB AND GUTTER TO BE DEMOLISHED AND REMOVED AND REMAINING PORTIONS.
18. DO NOT PUT ANY EQUIPMENT, MATERIALS, OR DEBRIS ON ANY ADJACENT PROPERTY.
19. CLEAR AND GRUB EXISTING VEGETATION WITHIN THE LIMITS OF DISTURBANCE EXCEPT THE AREAS WITHIN A DESIGNATED TREE SAVE AREA. DO NOT BURY ANY CLEARING AND GRUBBING DEBRIS AND / OR DEMOLITION DEBRIS ON-SITE.
20. BURNING ON-SITE IS NOT PERMITTED.



11

**\* PROTECT ALL EXISTING UTILITIES FROM DAMAGE OR INTERRUPTION DURING ALL PHASES OF CONSTRUCTION.**

**GEORGIA811**  
www.Georgia811.com

N/F  
MARIA P. GUTIERREZ &  
FRANCISCO GUTIERREZ  
PROPERTY ID: R5303 037  
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E: 2376719.58  
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PROPERTY ID: R5302A1 9A  
DB 49713, PG 411

N/F  
THR GEORGIA, LP  
PROPERTY ID: R5302A1 95  
DB 55085, PG 711

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PROPERTY ID: R5302A1 96  
DB 55699, PG 490

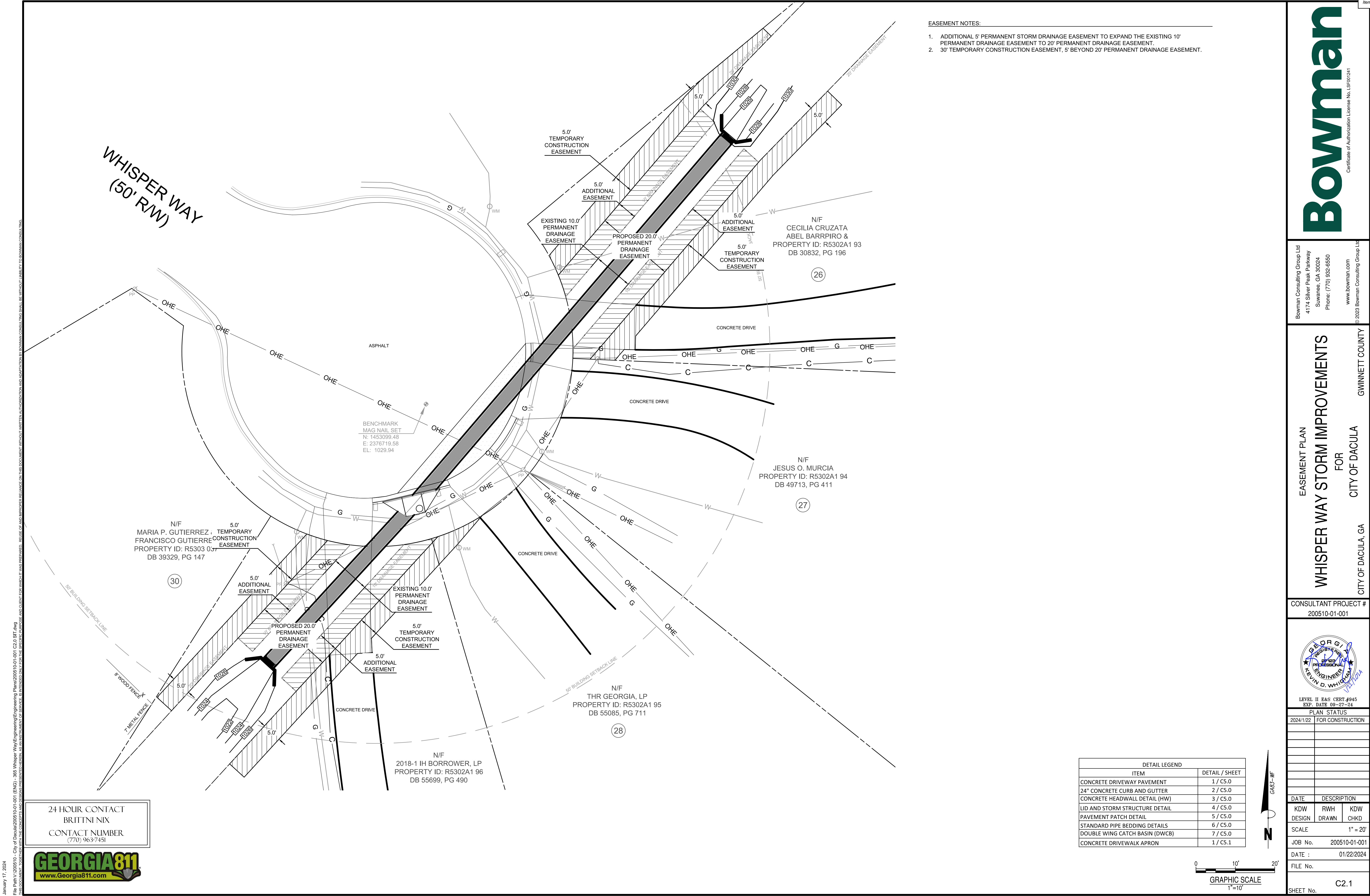
WHISPER WAY  
(50' R/W)



www.bowman.com

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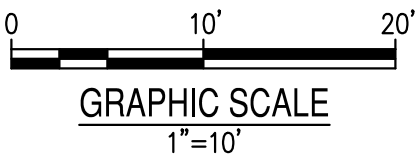


- EASEMENT NOTES:
1. ADDITIONAL 5' PERMANENT STORM DRAINAGE EASEMENT TO EXPAND THE EXISTING 10' PERMANENT DRAINAGE EASEMENT TO 20' PERMANENT DRAINAGE EASEMENT.
  2. 30' TEMPORARY CONSTRUCTION EASEMENT, 5' BEYOND 20' PERMANENT DRAINAGE EASEMENT.

24 HOUR CONTACT  
BRITTNI NIX  
CONTACT NUMBER  
(770) 963-7451



DETAIL LEGEND	
ITEM	DETAIL / SHEET
CONCRETE DRIVEWAY PAVEMENT	1 / C5.0
24" CONCRETE CURB AND GUTTER	2 / C5.0
CONCRETE HEADWALL DETAIL (HW)	3 / C5.0
LID AND STORM STRUCTURE DETAIL	4 / C5.0
PAVEMENT PATCH DETAIL	5 / C5.0
STANDARD PIPE BEDDING DETAILS	6 / C5.0
DOUBLE WING CATCH BASIN (DWCB)	7 / C5.0
CONCRETE DRIVEWALK APRON	1 / C5.1



Item 4.

Bowman

Certificate of Authorization License No. LSF001241

Bowman Consulting Group Ltd  
4174 Silver Peak Parkway  
Suwanee, GA 30024  
Phone: (770) 992-6550  
www.bowman.com

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EASEMENT PLAN

WHISPER WAY STORM IMPROVEMENTS

FOR

CITY OF DACULA, GA

CITY OF DACULA, GA

WINNETT COUNTY

CONSULTANT PROJECT #  
200510-01-001

GEORGIA

REGISTERED

PROFESSIONAL

ENGINEER

KEVIN D. WHIPPLE

LEVEL II EAS CERT.#945  
EXP. DATE 08-27-24

PLAN STATUS

2024/1/22 FOR CONSTRUCTION

DATE

DESCRIPTION

KDW

RWH

KDW

DESIGN

DRAWN

CHKD

SCALE

1" = 20'

JOB No.

200510-01-001

DATE :

01/22/2024

FILE No.

SHEET No.

C2.1

154



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T. #9  
7-2.

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OPTIC	H
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10-10	10-10
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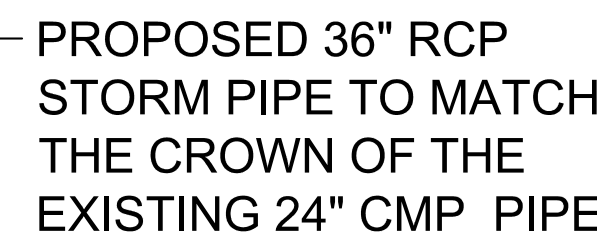
January 17, 2024



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\* PROTECT ALL EXISTING UTILITIES FROM DAMAGE OR INTERRUPTION DURING ALL PHASES OF CONSTRUCTION.

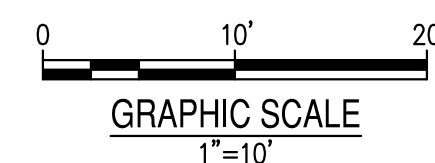
1. THE CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING SITE CONDITIONS BY SITE VISITATION, DETAILED REVIEW OF ALL CURRENT SITE PLANS, PREVIOUS INFORMATION OF SURROUNDING LAND USES AND ZONING CONDITIONS OR OTHER MATERIALS TO FULLY ASCERTAIN THE SCOPE OF THE WORK IMPLIED WITHIN THE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT AND MAINTENANCE OF HORIZONTAL AND VERTICAL BENCHMARKS THROUGHOUT THE DURATION OF THE PROJECT.
3. THE CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO THE PROJECT SITE AND SHALL PROTECT ADJACENT PROPERTIES AND PROPERTY OWNERS FROM ENCRoACHMENT BY SOIL EROSION.
4. THE GRADING DESIGN CONCEPTS CONTAINED HEREIN ARE BASED UPON THE FIELD SURVEY PERFORMED BY BOWMAN, DATED 11/21/2023.
5. MAXIMUM CUT OR FILL SLOPES = 2H: 1V.
6. THE SCOPE OF WORK IMPLIED WITHIN THIS PLAN INCLUDES ALL GRADING OPERATIONS FOR FINAL GRADE ELEVATIONS AS SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR ALL EARTH QUANTITIES, GRADING OPERATIONS AND MISCELLANEOUS HAULING AND/OR DISPOSAL OPERATIONS TO RENDER THE SITE TO THE FINAL CONTOUR AND GRADE ELEVATIONS SHOWN ON THE PLAN. FILL REQUIRED SHALL BE FURNISHED, INSTALLED AND COMPACTED AS PART OF CONTRACTOR'S BASE BID. IF "EXCESS" CUT IS GENERATED FROM EXCAVATIONS, SAID "EXCESS" SHALL BE DISTRIBUTED AND FINE GRADED AND GRASSED ON DESIGNATED OR APPROVED AREA OF THE OWNER'S PROPERTY AT NO ADDITIONAL COST TO THE OWNER.
7. EXISTING GRADE IS TO BE MAINTAINED OR RESTORED TO EXISTING GRADE AFTER STORM WATER PIPE & STRUCTURES ARE INSTALLED.
8. THERE ARE NO EXISTING WETLANDS ON SITE, WITHIN THE ARE OF CONSTRUCTION PER THE NATIONAL WETLANDS INVENTORY AN EXISTING RIVERINE.
9. THE SITE, AREA OF CONSTRUCTION, LIES WITHIN A ZONE X FLOOD ZONE PER THE FIRM PLAN 13135C0062F EFFECTIVE DATE 9/29/2006.



EXISTING 24" CMP  
STORM PIPE TO BE  
REMOVED

PROPOSED 36"  
RCP STORM PIPE

DETAIL LEGEND	
ITEM	DETAIL / SHEET
CONCRETE DRIVEWAY PAVEMENT	1 / C5.0
24" CONCRETE CURB AND GUTTER	2 / C5.0
CONCRETE HEADWALL DETAIL (HW)	3 / C5.0
LID AND STORM STRUCTURE DETAIL	4 / C5.0
PAVEMENT PATCH DETAIL	5 / C5.0
STANDARD PIPE BEDDING DETAILS	6 / C5.0
DOUBLE WING CATCH BASIN (DWCB)	7 / C5.0
CONCRETE DRIVEWAY APRON	1 / C5.1







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## PIPE CHART

1. STORM DRAIN PIPES SHALL BE CONSTRUCTED OF CLASS III REINFORCED CONCRETE (OR GREATER). PIPE MATERIALS, RELATED CONNECTIONS AND FITTING SHALL MEET THE REQUIREMENTS BELOW.
- 1.1. **REINFORCED CONCRETE** - AASHTO M 170 ASTM C 969 MINIMUM EIGHT (8) FOOT JOINT LENGTHS BELL & SPIGOT WITH RUBBER O-RING GASKET CONFORMING TO ASTM C-36 1, CLASS OF PIPE AND WALL THICKNESS SHALL BE IN ACCORDANCE WITH 1030D, GEORGIA DOT SPECIFICATION, TABLE 1, AND SHALL BE APPROVED ON GEORGIA DOT QPL #04
2. FOUNDATION AND BEDDING: UNSUITABLE OR UNSTABLE FOUNDATIONS SHALL BE UNDERCUT AND ~ REPLACED WITH SUITABLE MATERIAL A 4" - 6" BEDDING AND HAUNCHING MATERIALS UP TO THE SPRING-LINE SHALL BE PLACED WITH BACK-FILL WITH LESS THAN 50% PASSING THE #200 SIEVE PLASTICITY INDEX LESS THAN 10 WITH MAXIMUM PARTICLE SIZE OF 1.25 INCHES, COMPACTED TO MINIMUM 90% STANDARD PROCTOR DENSITY AS PER AASHTO T99. ALL BACKFILL TO BE PLACED IN 8" MAX. LIFTS. PIPES SHALL BE INSTALLED IN A DRY TRENCH.
3. BACKFILL ABOVE SPRING-LINE RCP SHALL BE PLACED WITH BACKFILL WITH LESS THAN 50% PASSING THE #200 SIEVE PLASTICITY INDEX LESS THAN 10 WITH MAXIMUM PARTICLE SIZE OF 1.25 INCHES COMPACTED TO MINIMUM 90% STANDARD PROCTOR DENSITY AS PER AASHTO T99 ALL BACKFILL TO BE PLACED IN 8 MAX LIFTS
4. ALL PIPES SHALL BE LAID IN A STRAIGHT LINE BETWEEN STRUCTURES JUNCTION BOXES SHALL BE INSTALLED WHERE THE STORM DRAIN CHANGES DIRECTION AND WHERE ONE PIPE OR MORE INTERSECT
5. REINFORCED CONCRETE PIPE SHALL BE USED IN STREET CROSSINGS.
6. STORM WATER PIPES CARRYING LIVE STREAMS SHALL BE REINFORCED CONCRETE.
7. ALL STORM DRAINAGE PIPES SHALL BE AT LEAST 18 INCHES BELOW THE SURFACE AND SHALL HAVE A SLOPE OF AT LEAST 1 PERCENT.
8. PROPOSED RCP PIPE TO MAINTAIN GRADE OF THE EXISTING 24" CMP TO BE REMOVED TO AVOID CONFLICTS WITH EXISTING UTILITIES.

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WINNETT COUNTY

DATE		DESCRIPTION	
KDW DESIGN	RWH DRAWN	KDW CHKD	
SCALE		1" = 20'	
JOB No.		200510-01-001	
DATE :		01/22/2024	
FILE No.			
SHEET No.		C3.1	



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

1. EXISTING LAND USE: STORM DRAINAGE SYSTEM

2. SITE LOCATION: WHISPER WAY, DACULA  
DACULA, GEORGIA COUNTY  
LAND LOTS 302 & 303, 5TH DISTRICT

3. PROPOSED USE AND DESCRIPTION OF CONSTRUCTION ACTIVITY: STORM DRAINAGE SYSTEM

4. TOTAL SITE AREA: 0.11 ACRES

5. TOTAL DISTURBED AREA: 0.11 ACRES

6. OWNER/DEVELOPER/PRIMARY PERMITTEE: THE CITY OF DACULA  
442 HARBINS ROAD  
DACULA, GA 30019  
CONTACT  
(770) 963-7451

7. SECONDARY PERMITTEES:

NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_  
FAX NO: \_\_\_\_\_

NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_  
FAX NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

8. 24 HOUR LOCAL CONTACT FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL: BRITTNI NIX PHONE: 770-963-7451

9. THERE ARE NOT STATE WATERS LOCATED ON-SITE, NO CREEK BUFFERS.

10. THE WETLAND INVENTORY MAP HAS BEEN CONSULTED AND SHOW THAT WETLANDS ARE NOT LOCATED ON THE SITE, HOWEVER THE SITE WAS EXAMINED BY A WETLAND SPECIALIST AND THERE ARE WETLANDS LOCATED ON THE SITE WITHIN THE BUFFERS OF THE STATE WATERS.

11. RECEIVING WATER(S) IS: OF HOPKINS CREEK

12. SOIL SERIES FOR THE PROJECT SITE INCLUDE: AmC2 & WkB.

13. DESCRIPTION OF THE MEASURES TO BE INSTALLED DURING CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORMWATER THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED:  
PRODUCT SPECIFIC PRACTICES  
PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ONSITE VEHICLES AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATERS, NATURAL DRAINS, AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.  
PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCTS WILL NOT BE DISCHARGED T THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS, AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.  
CONCRETE TRUCK WASHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE.  
FERTILIZER/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.  
BUILDING MATERIALS - NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ON-SITE. ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.

14. INITIAL PERIMETER BEST MANAGEMENT PRACTICES (BMP'S): Co, Sd1, Du, Ds1, Ds2, St, Tr.

15. INTERMEDIATE GRADING AND DRAINAGE BMP'S: Sd1, Ds1, Ds2, Du, Co, St, Sd2-F/P, & Tr.

16. FINAL BMP'S: Ds3, St, Sd2-P.

17. THIS SITE DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM MAP 13135C0062F, DATED 9/29/2006.

18. ESTIMATE OF PRE-CONSTRUCTION 25 YEAR PEAK DISCHARGE FLOW AT 1A = 41.17 CFS

19. ESTIMATE OF POST-CONSTRUCTION 25 YEAR PEAK DISCHARGE FLOW AT 1A = 41.16 CFS

20. CRITICAL AREAS LOCATED ON-SITE ARE IDENTIFIED AS: Ss. AT THE END OF EACH WORK DAY ALL SLOPES 2:1 OR STEEPER AND HIGHER THAN 5 FEET SHALL RECEIVE SURFACE ROUGHENING, POLYMERS, AND EROSION CONTROL MATTING. ADDITIONALLY, ALL FILL SLOPES SHALL RECEIVE A DIVERSION DIKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE PREVENTING DRAINAGE SPILLING OVER THE EDGE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASED IN HEIGHT.

21. "THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES."

22. "EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE."

23. "ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING."

24. "STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY CEASED. WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVERS OR OTHER ADVERSE WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE. WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASE, (E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THE STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED."

25. "TEMPORARY SEDIMENT BASIN, RETROFITTED DETENTION POND, AND/OR EXCAVATED INLET SEDIMENT TRAPS FOR EACH COMMON DRAINAGE LOCATION PROVIDING A MINIMUM 67 CUBIC YARDS OF SEDIMENT STORAGE PER ACRE DRAINED MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBING ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED."

26. "SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FULL VOLUME."

27. "CONTRACTOR TO CLEAN OUT ACCUMULATED SILT IN DETENTION POND AT THE END OF CONSTRUCTION ACTIVITIES WHEN THE DISTURBED AREAS HAVE BEEN STABILIZED.

28. "CONTRACTOR TO PROVIDE DETENTION POND AS-BUILTS AND RECORD DRAWINGS THAT SHALL INCLUDE TOPO OF POND TO CALCULATE POND VOLUMES AND OUTLET CONTROL STRUCTURE DETAILS AND INFORMATION TO COMPLETE AN AS-BUILT HYDROLOGY STUDY TO VERIFY THAT THE DETENTION POND WILL FUNCTION AS IT WAS DESIGNED."

29. "MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER."

30. "ADDITIONAL SOIL EROSION CONTROL MEASURES WILL BE ADDED IF DETERMINED TO BE NEEDED BY ON-SITE INSPECTIONS."

31. "STANDARDS AND SPECIFICATIONS: ALL DESIGN SHALL CONFORM TO AND ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL" BY THE GA. SOIL & WATER CONSERVATION COMMISSION."

32. "NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS."

33. "CONCENTRATED FLOW AREAS AND ALL SLOPES STEEPER THAN 2.5:1 WITH A HEIGHT OF TEN FEET OR GREATER SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKET."

34. "ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION. CUT AND FILL OPERATIONS SHALL BE KEPT TO A MINIMUM."

35. "ADEQUATE PROVISIONS SHALL BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO THE CUT FACE OF EXCAVATIONS OR THE SLOPING SURFACES OF FILLS."

36. "GRADING OPERATIONS SHALL NOT ENDANGER ADJOINING PROPERTIES."
37. "STRIPPING OF VEGETATION, REGRADING, AND OTHER DEVELOPMENT ACTIVITIES SHALL BE CONDUCTED IN SUCH A MANNER SO AS TO MINIMIZE EROSION."

38. FILLS SHALL NOT ENCROACH UPON NATURAL COURSES OR CONSTRUCTED CHANNELS IN A MANNER SO AS TO ADVERSELY AFFECT OTHER PROPERTY OWNERS."

39. "ALL FILL SLOPES SHALL HAVE SILT FENCE PLACED AT THE SLOPE'S TOE."

40. "CONTRACTOR SHALL REMOVE ALL SILT FENCE AND ALL OTHER TEMPORARY EROSION SEDIMENTATION AND POLLUTION CONTROL MEASURES ONCE SITE IS FINAL STABILIZED AND AFTER ALL GRASSING REQUIREMENTS HAVE BEEN COMPLETED BY THE CONTRACTOR TO THE OWNER'S AND CODE SATISFACTION AND BEFORE THE CONTRACTOR LEAVES THE SITE."

41. "ALL WASTE DISPOSAL SHALL BE HAULED OFF TO A STATE AUTHORIZED LANDFILL. NO WASTE/DEBRIS MATERIAL WILL BE BURIED ON-SITE WITHOUT COUNTY/STATE PERMIT. SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) IV.D.2.C.(1))."

42. "ALL PERMITTEE'S SHALL ENSURE AND DEMONSTRATE THAT THE SITE IS IN COMPLIANCE WITH THE ES&PC PLAN WITH RESPECT TO ALL APPLICABLE STATE AND LOCAL WASTE WATER DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS. (NPDES IV.D.2.C.(3))."

43. "CONTRACTOR SHALL MAINTAIN CONSTRUCTION EXITS TO PREVENT TRACKING OF MUD INTO PUBLIC RIGHT-OF-WAY."

44. "OFF-SITE VEHICLE TRACKING OF DIRT, SOILS, AND SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED OR ELIMINATED TO THE MAXIMUM EXTENT PRACTICAL (NPDES IV.D.2.C.(2). CONTRACTOR SHALL USE PM-POLYACRYLAMIDE (PAM) FOR DUST CONTROL, ETC. AT CONSTRUCTION EXITS, VEHICLE WASHING AREAS AND ANY OTHER AREAS WHERE SEDIMENT CAN BE CAPTURED."

45. "CONTRACTOR TO FURNISH AND INSTALL APS 600 SERIES 'SILT STOP' AS MANUFACTURED BY APPLIED POLYMER SYSTEMS, NORCROSS GA, OR EQUAL AT A RATE OF 1.5 GALLONS/ACRE IN A HYDROSEEDER MIX OF APPROPRIATE SEED, FERTILIZER, LIME AND MULCH FOR THE SAME ACRE ON ALL DISTURBED OR EXPOSED SOIL SURFACES. FOLLOW ALL MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. DO NOT MECHANICALLY DISTURB TREATED AREAS AFTER APPLICATION."

46. "CONTRACTOR SHALL INSPECT ALL VEHICLES AND PETROLEUM STORAGE CONTAINERS REGULARLY, MAKING REPAIRS TO MINIMIZE ALL PETROLEUM SPILLS AND LEAKS AND SHALL KEEP ON HAND DRY, POROUS PETROLEUM ABSORBENT MATERIALS SUCH AS VERMICULITE, SAND AND LEAN SOIL, AND SHALL CLEAN UP ALL SAID SPILLS AND DISPOSE OF SAID MATERIALS IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS (NPDES IV.D.2.C.(4))."

47. "NO CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED WITHIN A STREAM BUFFER AND THE STREAM BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED, STATE OF VEGETATION UNTIL ALL LAND-DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED."

48. THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROLS BMPS WITHIN 7 DAYS AFTER INSTALLATION. PROOF OF SITE VISIT SHALL BE KEPT ON-SITE.

49. "NON-STORM WATER DISCHARGES SUCH AS FIRE HYDRANT FLUSHING, POTABLE WATER SOURCES INCLUDING WATER LINE FLUSHING; IRRIGATION DRAINAGE; AIR CONDITIONING CONDENSATE; SPRINGS; UNCONTAMINATED GROUNDWATER; AND FOUNDATION OR FOOTING DRAINS ARE TO BE TREATED IN THE SAME MANNER AS STORM WATER DISCHARGES."

50. "CONTRACTOR SHALL MONITOR, REPORT REQUIREMENTS, AND RETAIN RECORDS PER THE GENERAL NPDES PERMIT NO. GAR 100003. "CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS AS SET FORTH IN THE GENERAL NPDES PERMIT NO. GAR 100003."

51. "A 25 FOOT BUFFER ADJACENT TO ALL STREAMS, CREEKS, LAKES, PONDS, ETC. IS REQUIRED TO BE MAINTAINED BY THE SOIL EROSION CONTROL AND SEDIMENT CONTROL ORDINANCE (ARTICLE 4 SECTION 4.3 PARAGRAPH 15). AN EXEMPTION IS GRANTED TO HOMEOWNERS WHO PERFORM MINOR LANDSCAPING ACTIVITIES SUCH AS HOME LANDSCAPING, HOME GARDENS, REPAIRS AND MAINTENANCE WORK. (ARTICLE 3 SECTION 3.1 PARAGRAPH 3)."

52. "CONTRACTOR SHALL ACQUIRE A COPY OF "FIELD MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, VEGETATION AND STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) FOR LAND DISTURBING ACTIVITIES, AS PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION, LATEST EDITION."

53. "THE PRIMARY PERMITTEE MUST KEEP AN APPROVED ES&PC PLAN ON-SITE. PRIMARY PERMITTEE MUST MAINTAIN A BMP INSPECTION LOG, A DAILY RAINFALL LOG BOOK, AND A DAILY CONSTRUCTION ENTRANCE/EXIT AREA LOG BOOK. TURBIDITY DATA MUST BE KEPT UP-TO-DATE AND ON-SITE. (NPDES IV.D.5.A.(3))."

54. "THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATER(S), AND/OR ALL OUTFALLS, OR A COMBINATION OF RECEIVING WATERS AND OUTFALLS. RECEIVING WATERS MUST HAVE AN UPSTREAM AND DOWNSTREAM SAMPLE LOCATION. (NPDES IV.D.5.C.(1)). "NPDES SAMPLING FOR ALL MONITORING POINTS ON THIS SITE WILL BE BY GRAB SAMPLE METHOD. SAMPLES WILL BE PERFORMED BY THE PRIMARY PERMITTEE OR ITS AGENT TAKEN AND ANALYZED NO LATER THAN 48 HOURS AFTER A GRAB. SAMPLES SHALL BE COLLECTED WHERE THE STREAM IS WELL MIXED FROM HORIZONTAL AND VERTICAL CENTER OF FLOW. WHEN COLLECTING THE SAMPLE, FACE SAMPLING CONTAINER UPSTREAM AND DO NOT STIR SEDIMENT AT BOTTOM OF STREAM. LIFT SAMPLE OUT OF STREAM KEEPING SAMPLES FREE OF FLOATING DEBRIS. AFTER SAMPLES HAVE BEEN COLLECTED IT SHALL BE ANALYZED USING A DIRECT READ, PROPERLY CALIBRATED TURBIDIMETER WITHIN 48 HOURS. (NPDES IV.D.5.A.(2))."  
\* FOR THIS SITE THE GRAB METHOD WILL BE USED FOR UPSTREAM MONITORING POINTS 'MP-1' AND DOWNSTREAM MONITORING POINTS 'MP-2'  
\* SEE ADDITIONAL PERMIT COVERAGE NOTES THIS SHEET FOR AUTHORIZED COVERAGE, LIMITATIONS OF COVERAGE, WATER QUALITY COMPLIANCE, SAMPLING METHODOLOGY AND FREQUENCY.

55. "THE PRIMARY PERMITTEE MAY USE AN ALTERNATE DESIGN PROFESSIONAL TO CONDUCT THE SEVEN (7) DAY BMP INSPECTION, PROVIDED THAT THE PRIMARY MAKES A WRITTEN REQUEST TO EPD TO CHANGE FROM THE DESIGN PROFESSIONAL WHO DEVELOPED THE PLAN AND THE E.P.D. HAS AGREED."

56. "PRIMARY PERMITTEE IS TO PROVIDE EACH SECONDARY PERMITTEE WITH THE APPLICABLE PORTION OF THE ES&PC THAT PERTAINS TO THEIR CONSTRUCTION ACTIVITY AND EACH SECONDARY PERMITTEE SHALL SIGN THE PLAN OR PORTION OF THE PLAN APPLICABLE TO THEIR SITE. NOT APPLICABLE FOR STAND ALONE AND INFRASTRUCTURE PROJECTS." SECONDARY PERMITTEE UNKNOWN AT THE TIME OF NPDES PERMITTING.

57. "AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL."

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

59. ""WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT."

60. APPROVED PLANS AND NPDES DAILY LOG MUST BE ON SITE AT ALL TIMES.

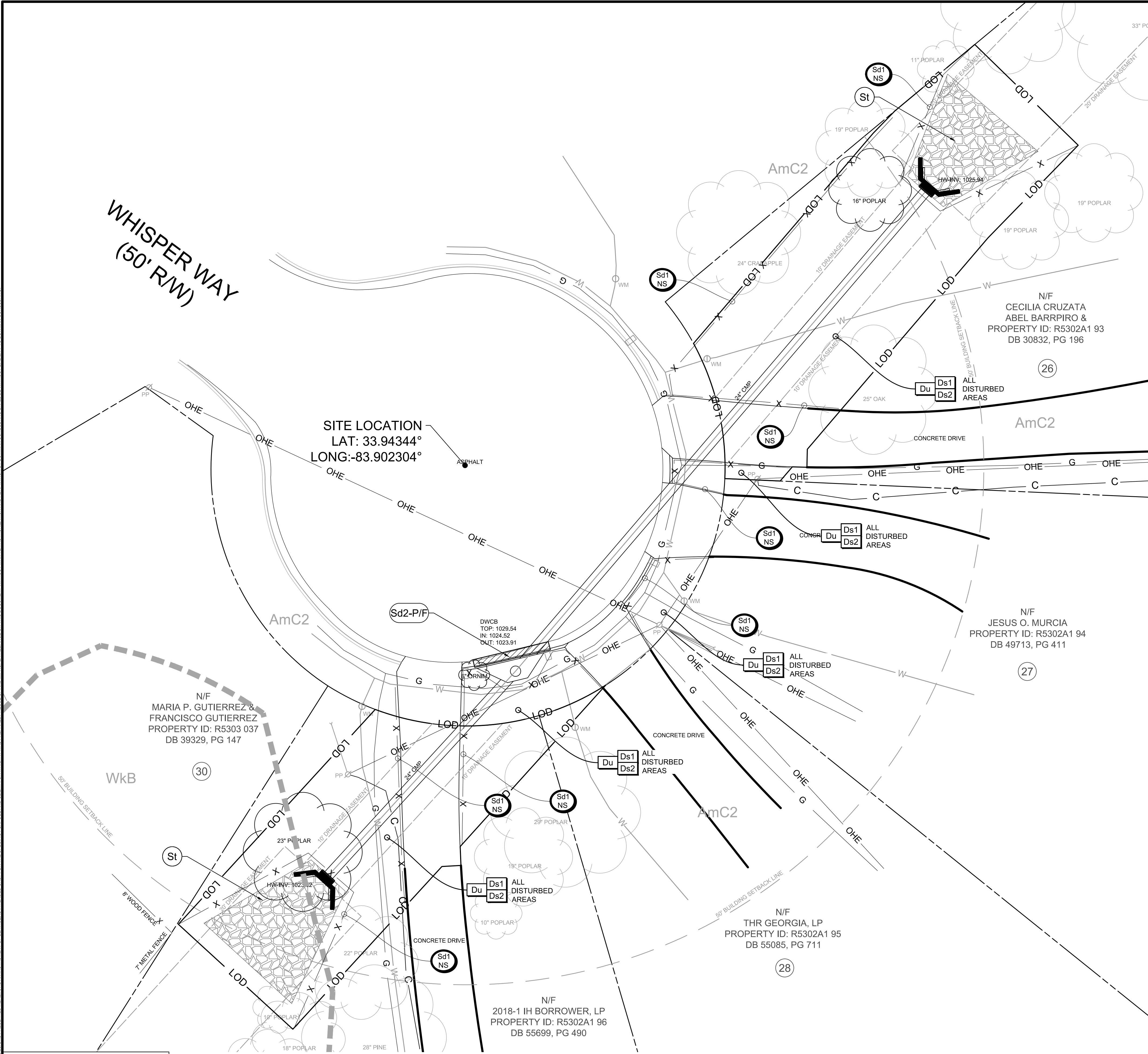
61. SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBING ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.

62. PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS TO PREVENT STORM WATER DISCHARGES ON THE SITE.  

a. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.

b. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.
- 24 HOUR CONTACT  
BRITTNI NIX  
CONTACT NUMBER  
(770) 963-7451
- 
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- EROSION CONTROL NOTES  
WHISPER WAY STORM IMPROVEMENTS  
FOR  
CITY OF DACULA, GA  
GWINNETT COUNTY
- CONSULTANT PROJECT #  
200510-01-001
- 
- PLAN STATUS  
2024/1/22 FOR CONSTRUCTION
- | DATE      | DESCRIPTION   |
|-----------|---------------|
| KDW       | RWH           |
| DESIGN    | DRAWN         |
| SCALE     | 1" = 20'      |
| JOB No.   | 200510-01-001 |
| DATE :    | 01/22/2024    |
| FILE No.  |               |
| SHEET No. | C4.0          |
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- Certificate of Authorization License No. LS0101241
- 157





#### PHASE I - INITIAL CLEARING PHASE:

- Erosion Control Notes
- PRIOR TO THE LAND DISTURBING CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR. THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO INSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.
  - THE OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.
  - NO STAGING AREAS, MATERIAL STORAGE, CONCRETE WASH OUT AREAS, OR DEBRIS BURN AND BURIAL HOLES SHALL BE LOCATED WITHIN 500 FEET OF DESIGNATED TREE PROTECTION AREAS.
  - A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.
  - THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.
  - PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARKED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARKED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.
  - PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.
  - THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.
  - THE CONSTRUCTION EXITS, CONSISTING OF A MINIMUM PAD SIZE OF 20 FEET BY 50 FEET WITH A MINIMUM OF 6-INCH THICK STONE, SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAP ON A GEOTEXTILE UNDERLINE. THE GEOTEXTILE UNDERLINE SHALL MEET THE REQUIREMENTS OF AASHTO M288-96, SECTION 7.3, SEPARATION REQUIREMENTS.
  - IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE, EXITS, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
  - TYPE "C" SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA AS SHOWN ON THE PLAN. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-202. THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHED 1/2 HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SIAD FENCING SHOULD BE REPAIRED IMMEDIATELY.
  - INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN. SEE SEPARATE DETAILS FOR SPECIFICS ON TYPE OF INLET PROTECTION SPECIFIED.
  - STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN.
  - TREE PROTECTION FENCING SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITY AND MAINTAINED UNTIL FINAL LANDSCAPE IS INSTALLED. THE TREE PROTECTION FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.
  - AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT DESIGN PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTOR. AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT PONDS AND DIVERSION DIKES AS SHOWN ON THE CLEARING PHASE PLAN TO CONTROL EROSION AND STORM WATER RUN OFF.
  - THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL IN AREAS SHOWN ON PLAN WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.
  - NO BURN OF BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE.
  - ADDITIONAL SILT BARRIERS MUST BE PLACED AS SHOWN ON THE PLAN AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL TAKE PLACE UNTIL SILT BARRIER INSTALLATION AND SEDIMENT PONDS ARE CONSTRUCTED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.
  - ALL SILT FENCE MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, 1985 EDITION.
  - ALL ITEMS IN THIS SECTION OF THE SPECIFICATION SHALL MEET THE REQUIREMENTS AS SET FORTH IN SECTION 161, 162, 163, AND 164 OF THE GEORGIA D.O.T STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES.
  - MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.
  - ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.
  - SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED. THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1" - 3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
  - CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
  - EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
  - FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.
  - ALL AD VALOREM TAXES HAVE BEEN PAID.
  - ALL UNDISTURBED BUFFERS SHALL BE IDENTIFIED WITH ORANGE FOUR-FOOT TREE-SAVE FENCE PRIOR TO ANY LAND DISTURBANCE.

24 HOUR CONTACT  
BRITTINI NIX  
CONTACT NUMBER  
(770) 963-7451



PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE TWO FOLLOWING METHODS TO PREVENT STORMWATER DISCHARGES ON THE SITE.

- ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
- ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

#### SOILS INFO:

AmC2 APPLING SANDY LOAD, 6 TO 10 PERCENT SLOPES, MODERATELY ERODED.  
WkB WORSHAM SANDY LOAM, 2 TO 6 PERCENT SLOPES.

#### AREAS:

TOTAL SITE AREA = 0.11 ACRES  
DISTURBED AREA ON-SITE = 0.11 ACRES

NOTIFY CITY OF DACULA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION (770) 963-7451.

## WHISPER WAY STORM IMPROVEMENTS

EROSION CONTROL PLAN PHASE-I

FOR

CITY OF DACULA

CITY OF DACULA, GA

CONSULTANT PROJECT #  
200510-01-001



LEVEL II EAS CERT #945  
EXP. DATE 08-27-24

PLAN STATUS  
2024/1/22 FOR CONSTRUCTION

DATE DESCRIPTION

KDW RWH KDW  
DESIGN DRAWN CHKD

SCALE 1" = 20'

JOB No. 200510-01-001

DATE : 01/22/2024

FILE No.

SHEET No. C4.1

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WHISPER WAY STORM IMPROVEMENTS  
FOR  
CITY OF DACULA  
CITY OF DACULA, GA

EROSION CONTROL PLAN PHASE-I

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CITY OF DACULA, GA

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WHISPER WAY STORM IMPROVEMENTS  
FOR  
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CITY OF DACULA, GA

EROSION CONTROL PLAN PHASE-I

FOR

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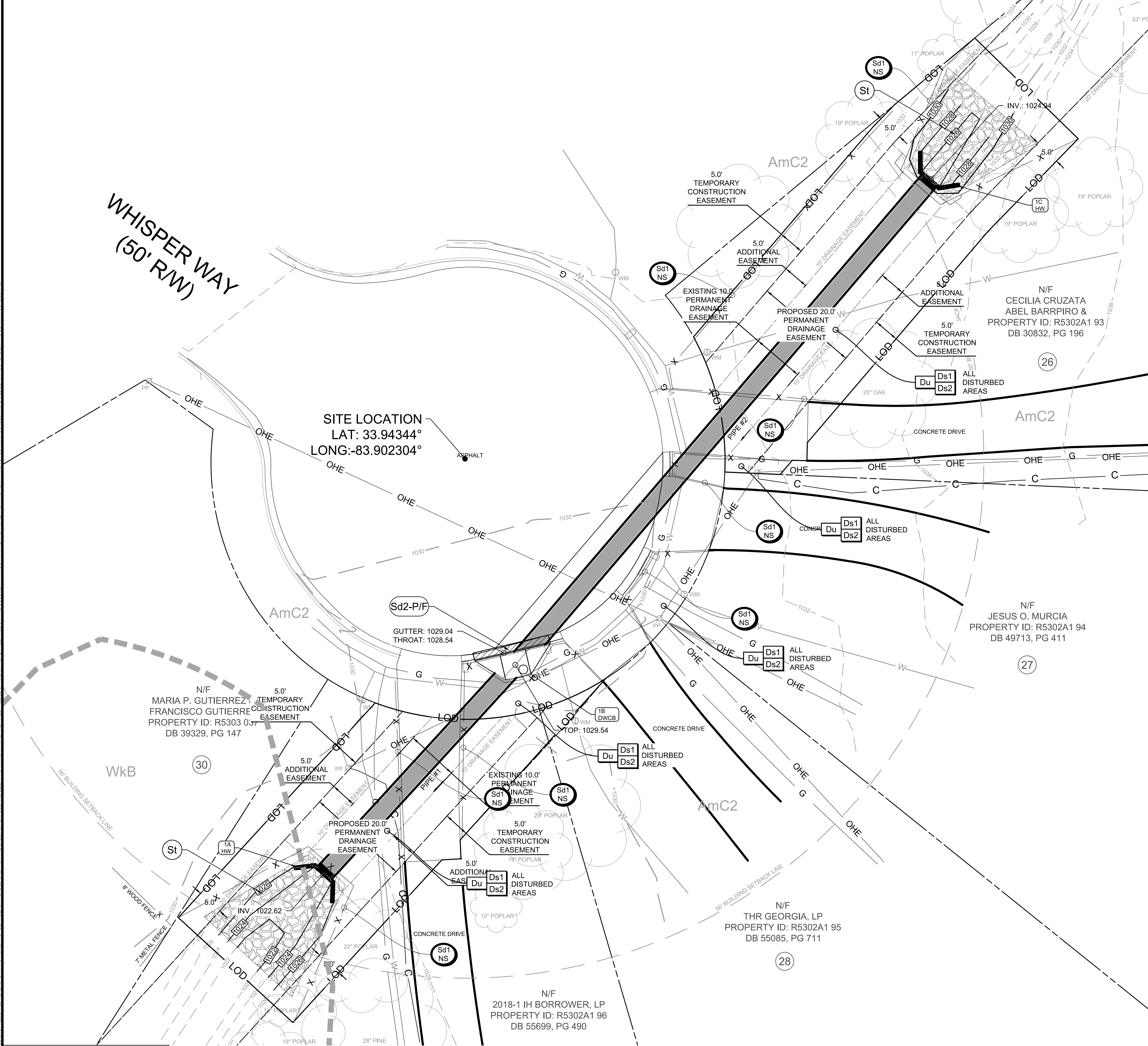
FILE No.

SHEET No. C4.1

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41



January 17, 2024  
File Path: V:\200510 - City of Dacula\200510-01-001 (ENG) - 365 Whisper Way Engineering\Engineering Plans\200510-01-001 (C4.2) ERO.Dwg  
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PHASE II - GRADING PHASE:  
Erosion Control Notes

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

Critical AREAS:  
Erosion Control Notes

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

INLETS SHOWN ON THE PLAN AS Sd2-F/P SHALL BE CONVERTED FROM AN Sd2-F TO AN Sd2-P AS THE PAVEMENT IS INSTALLED.

24 HOUR CONTACT  
BRITNI NIX  
CONTACT NUMBER  
(770) 963-7451



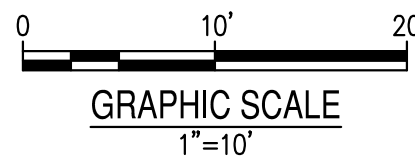
- PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE TWO FOLLOWING METHODS TO PREVENT STORMWATER DISCHARGES ON THE SITE.
- a. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER A TEMPORARY ROOF.
  - b. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

NOTIFY CITY OF DACULA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION (770) 963-7451.

AREAS:

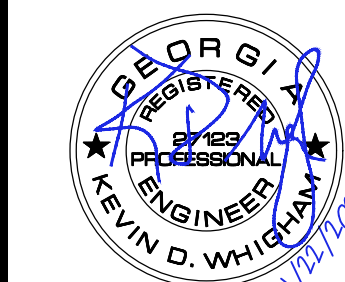
TOTAL SITE AREA = 0.11 ACRES  
DISTURBED AREA ON-SITE = 0.11 ACRES

C4.2 - WF



EROSION CONTROL PLAN PHASE-II  
WHISPER WAY STORM IMPROVEMENTS  
FOR  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
200510-01-001



LEVEL II EAS CERT.#945  
EXP. DATE 08-27-24

PLAN STATUS  
2024/1/22 FOR CONSTRUCTION

DATE	DESCRIPTION
KDW	RWH
DESIGN	DRAWN
SCALE	1" = 20'

JOB No. 200510-01-001

DATE : 01/22/2024

FILE No.

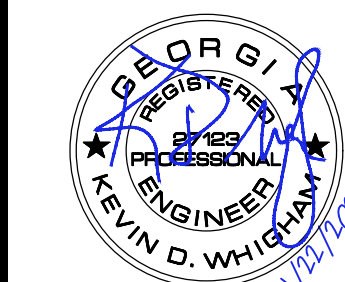
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WHISPER WAY STORM IMPROVEMENTS  
FOR  
CITY OF DACULA, GA

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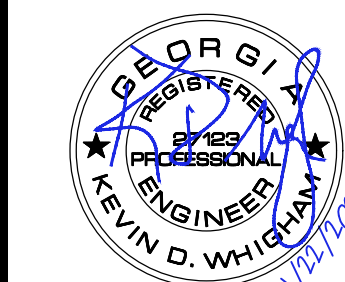
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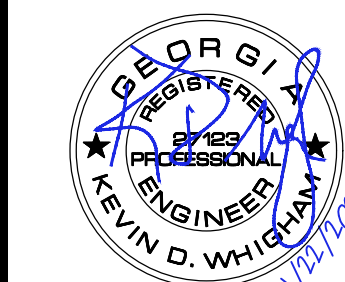
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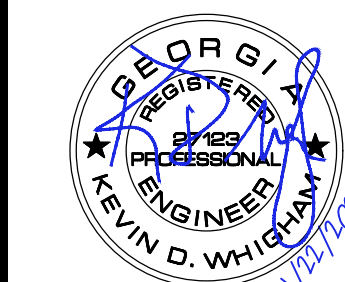
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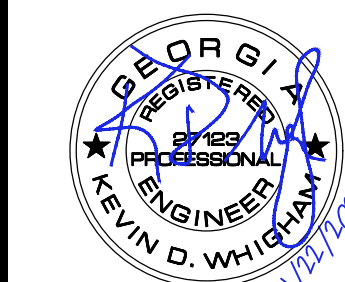
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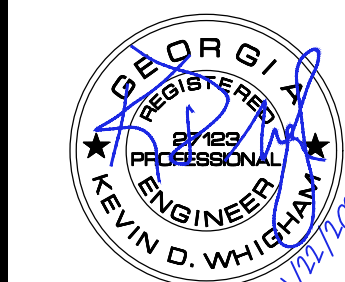
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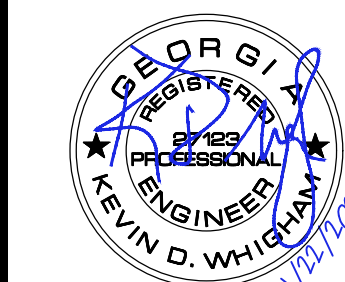
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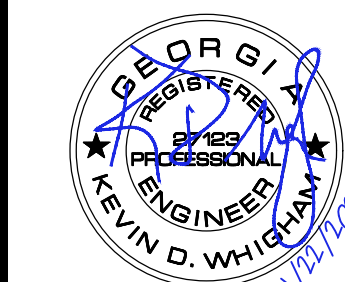
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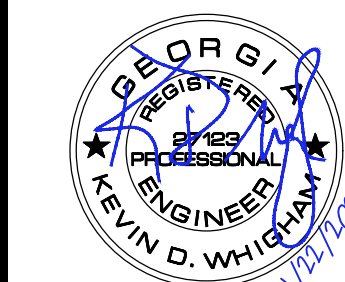
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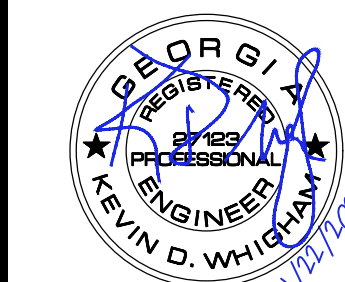
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EROSION CONTROL PLAN PHASE-II  
WHISPER WAY STORM IMPROVEMENTS  
FOR  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
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EXP. DATE 08-27-24

PLAN STATUS  
2024/1/22 FOR CONSTRUCTION

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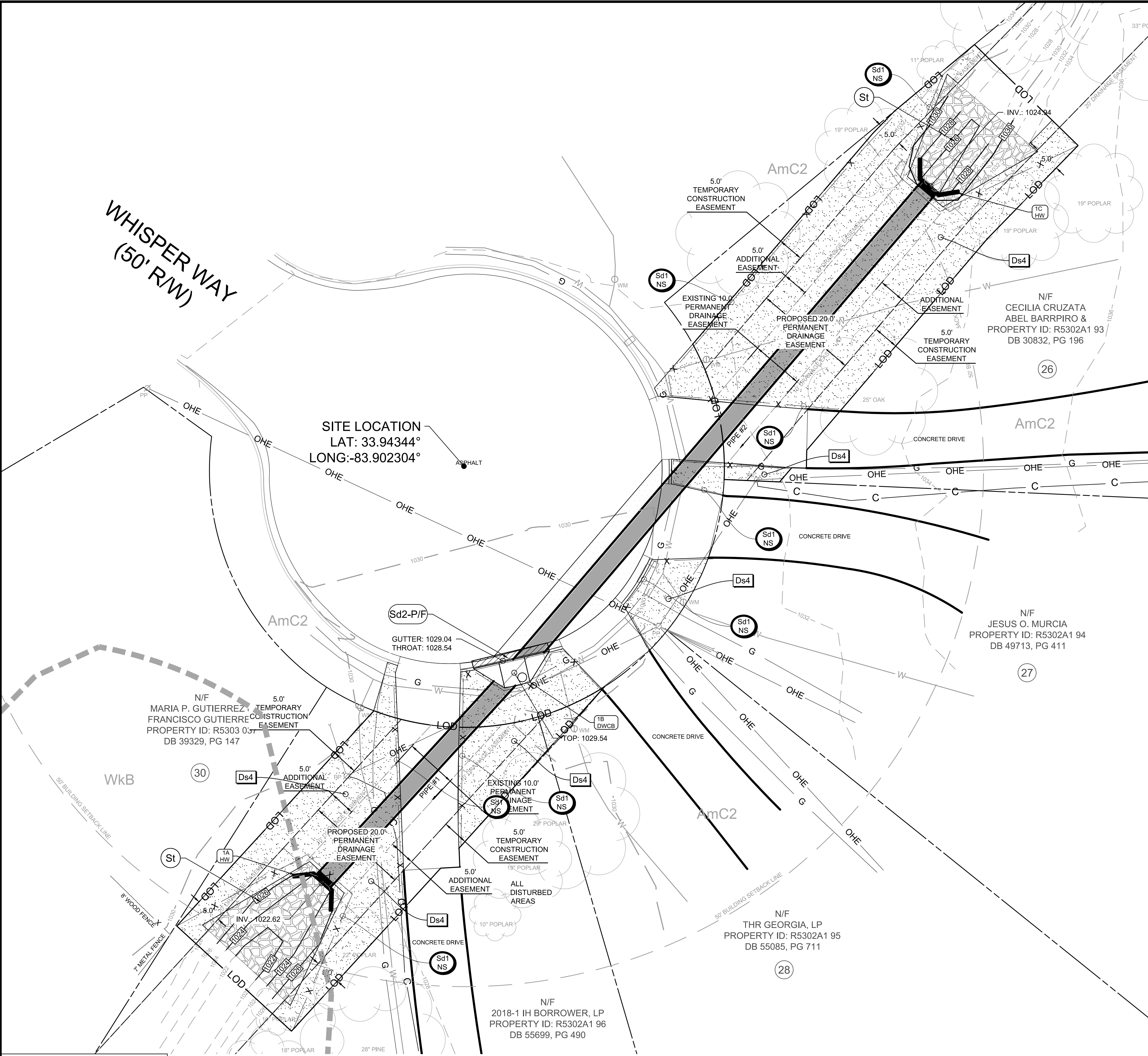
JOB No. 200510-01-001

DATE : 01/22/2024

FILE No.



January 17, 2024  
File Path: \\2020510 - City of Dacula\2020510-01-001 (ENG) - 365 Whisper Way Engineering\Engineering Plans\2020510-01-001 C4.3 C4.0 ERO.Dwg  
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PHASE III - FINAL STABILIZATION PHASE:  
Erosion Control Notes

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

Critical AREAS:  
Erosion Control Notes

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

24 HOUR CONTACT  
BRITTNI NIX  
CONTACT NUMBER  
(770) 963-7451

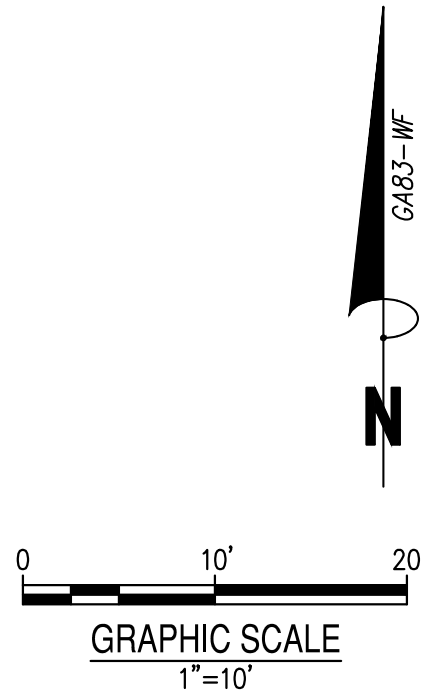


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b. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

NOTIFY CITY OF DACULA INSPECTOR 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION (770) 963-7451.

AREAS:

TOTAL SITE AREA = 0.11 ACRES  
DISTURBED AREA ON-SITE = 0.11 ACRES



EROSION CONTROL PLAN PHASE-III  
WHISPER WAY STORM IMPROVEMENTS  
FOR  
CITY OF DACULA, GA

CONSULTANT PROJECT #  
200510-01-001



LEVEL II RAS CERT #945  
EXP. DATE 08-27-24

PLAN STATUS  
2024/1/22 FOR CONSTRUCTION

DATE	DESCRIPTION
KDW	RWH
DESIGN	DRAWN
KDW	CHKD
SCALE	1" = 20'
JOB No.	200510-01-001
DATE :	01/22/2024
FILE No.	
SHEET No.	C4.3

**Bowman**

Certificate of Authorization License No. LS0001241

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Opinion of Probable Construction Cost					Date:	January 22, 2024
Whisper Way Storm Improvements					200510-01-001	
Activity		Unit	Labor \$ or LumpSum	Subtotal	Total	Misc Notes
<b>Whisper Way</b>					<b>\$ 85,301.53</b>	
Bond and Traffic Control/Signage	1	Ls	10,000.00	\$ 10,000.00		
Demolish & Remove Curb & Gutter	35	LF	12.50	\$ 443.25		
Install 24" Concrete Curb & Gutter	35	LF	35.00	\$ 1,225.00		
Clear and Grub Existing Tree	3	Ea	1,000.00	\$ 3,000.00		
Demolish and Remove Existing 24" CMP	178	LF	15.00	\$ 2,670.00		
Demolish and Remove Existing Storm Structures	3	Ea	1,500.00	\$ 4,500.00		(2) Headwall, (1) DWCB
Install 36" RCP Storm Pipe	179	LF	75.00	\$ 13,425.00		
Precast 36" RCP Concrete Headwall	2	EA	2,500.00	\$ 5,000.00		
Precast Double Wing Catch Basin	1	EA	4,500.00	\$ 4,500.00		
Concrete Driveway Apron Demolish & Replacement	1,091	Sf	18.50	\$ 20,183.50		
Demolish & Remove Existing Asphalt Pavement	39	SY	12.50	\$ 487.50		
Grading / Excavation / Backfill	218	CY	50.00	\$ 10,877.78		
Heavy Duty Concrete Patch	351	SF	22.50	\$ 7,897.50		6" Thick 3,000 PSI Concrete
Asphalt Tack Coat Patch	39	SY	2.50	\$ 97.50		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2") Patch	39	SY	25.50	\$ 994.50		
<b>Erosion Control</b>					<b>\$ 7,177.50</b>	
Inlet Protection (Sd2-TYPE-F)	1	EA	400.00	\$ 400.00		
Tree Save Fencing	350	SF	2.50	\$ 875.00		
Rip Rap	50	Ea	40.00	\$ 2,000.00		
Silt fence	350	SF	3.50	\$ 1,225.00		
Sod	3,570	SF	0.75	\$ 2,677.50		Sod all disturbed areas
					Cost: \$	92,479.03
					15% Contingency: \$	13,871.85
					Total Cost: \$	106,350.88
*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.						
* Does not include lowering or adjustment of any Utility Modifications in cost of this OPCC.						

Project Manual  
for  
"Whisper Way Storm Drainage Improvements Project"  
for  
City of Dacula  
G e o r g i a

January 22, 2024

---

*Prepared By:*

**Bowman**

4174 Silver Peak Parkway  
Suwanee, Georgia 30024



"Whisper Way Storm Drainage Improvements Project"  
for  
City of Dacula, Georgia

SECTION      TITLE

DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS

00 002	Table of Contents
00 020	Advertisement for Bids
00 100	Instructions to Bidders
00 300	Bid Proposal Form
00 500	"DRAFT" Contract
00 501	ARPA Contract Addendum
00 600	Bonds & Certificates
00 700	General Conditions
00 801	Supplementary Conditions
00 802	Notice of Commencement
00 900	Addenda and Clarifications

DIVISION 1 - GENERAL REQUIREMENTS

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

DIVISION 2 – SITE

02 050	Demolition
02 200	Earthwork
02 270	Slope Protection and Erosion Control
02-514	Site Concrete
02 547	Bituminous Surfacing
02 720	Site Drainage
02 930	Lawns and Grasses

APPENDIX

- Project Drawings dated 01-22-2024.

## ADVERTISEMENT FOR BIDS

Sealed bids for the "Whisper Way Storm Drainage Improvements 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, March 14, 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 "Whisper Way Storm Drainage Improvements Project" as follows:

23-1014

ADVERTISEMENT FOR BIDS

00 020-2

The Scope of Work includes but is not limited to the furnishing of all labor, materials, and services necessary for replacing the existing deteriorated 24" CMP upstream pipes, double wing catch basin, and headwalls at the end cul-de-sac of Whisper Way which discharges to an existing ditch and then further downstream crosses through an existing culvert underneath Whisper Way and eventually to an unnamed stream southwest towards Hopkins Creek. The Scope of Work is more particularly described as follows:

Demolish and remove (2) sections of existing 24" CMP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall at the end cul-de-sac of Whisper Way. Install (2) new sections of 36" RCP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall. Top of new storm pipes shall hold existing grade so as to not interfere with existing utilities. Contractor shall tail ditch upstream and downstream end at headwalls so there is positive drainage through the new storm pipe system. Disturbance to existing driveways, curb & gutter, and asphalt pavement shall be minimized with use of trench boxes and/or other shoring methods as existing and proposed easements are limited. No disturbance outside of right-of-way, 20' Permanent Drainage Easement, and 30' Temporary Construction Easement is allowed. Contractor shall install new paved invert to all new storm structures as illustrated on the Drawings. Contractor will be required to locate and protect all existing utilities without interruption of service.

Contractor shall visit the Site to determine if stormwater in the existing ditch requires damming and pumping to create a dry work environment using temporary sand bag dams or other means as determined by the Contractor, if necessary. All dewatering requirements and costs are the responsibility of the Contractor and shall be included in his lump sum bid. Contractor will be responsible to document the existing conditions of the ditch and prevent sediment discharging downstream at all costs. Contractor is responsible for traffic control and driveway access for residents throughout duration of project. Refer to Construction Drawings for additional information on Scope of Work.

ARPA Funds will be utilized for the scope of work to improve Whisper Way Storm Drainage Improvements. ARPA Contract is included in the Bid Documents. Contractor is responsible for complying with all regulations and providing all documents as per City of Dacula requirements.

All quantities and measurements are approximate. Contractor shall visit the project area and determine his own quantities for bidding this project. Contractor is responsible for verifying all lengths and quantities required to complete the project. Traffic safety devices such as signage, barricades, etc., and the protection of the public-at-large, and Contractor's personnel is part of this Contract and the Contractor's sole responsibility.

23-1014

ADVERTISEMENT FOR BIDS

00 020-3

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

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

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

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

Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie-in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.
- C. The limits of work for this project are limited to that area within right-of-way of City of Dacula and Storm Sewer Easements. 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.



23-1014

ADVERTISEMENT FOR BIDS

00 020-4

- 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 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, 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, February 27, 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, March 7, 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 determine all items in the scope of work for preparing his own Bid for the project.

All quantities and measurements are approximate. Contractor shall visit the Site and determine his own quantities for bidding 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.

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:

"Whisper Way Storm Drainage Improvements Project".

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

Dated: January 22, 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.

23-1014

## INSTRUCTIONS TO BIDDERS

00 100-2

- B. Time is of the essence. Construction of the "Whisper Way Storm Drainage Improvements 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

23-1014

## INSTRUCTIONS TO BIDDERS

00 100-3

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

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

#### K. RIGHT TO REJECT BIDS

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

#### CONTRACT DOCUMENTS

1. The Contract Documents are intended to agree and be mutually explanatory, and they shall be accepted and used as a whole and not separately. Should any items be omitted from the Project Scope of Work and/or the Drawings, or vice versa, it shall be executed the same as if shown and combined in both. Should any item be omitted, or should any item be described in the Scope and/or Drawings, but not duplicated on other, it shall be executed the same as if shown and combined in both. Should contradiction be found, notify Owner's Representative prior to receipt of bids so that contradictions can be clarified by addendum (a).
2. 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.



23-1014

## INSTRUCTIONS TO BIDDERS

00 100-4

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 may not have been surveyed. Contractor and subcontractors shall visit the site to determine their own measurements and quantities for bidding the project and not rely solely 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, and other items required to complete the Scope of Work, Bid Documents, Drawings, and/or Specifications. 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 for the project. If necessary, the Contractor is responsible for the coordination and payment of fees or leasing agreements needed for the storage and/or staging of equipment on private property.
12. The Contractor is responsible for any and all utility locates needed before commencing with scope of work. The Contractor shall contact the affected utility, not the City, should utility damage occur. Emergency contact numbers are provided to the successful bidder.
13. 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

23-1014

## INSTRUCTIONS TO BIDDERS

00 100-5

repaired area shall be proof rolled for subgrade and base material in the presence of the Owner or Owners' Representative prior to placing base and binder material over graded aggregate base material. If any areas fail, then the Contractor will be required to provide a Geotechnical 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.

14. Access 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. Contractor is responsible for notifying property owners at least a week in advance of any disturbance to driveway access and their properties.
15. 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.
16. Contractor shall match existing road cross slope as illustrated on the Drawings. Contractor shall maintain existing drainage patterns to all existing and proposed storm inlets as illustrated on the Drawings.
17. 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.
18. 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.
19. No partial sets of the Contract Documents will be issued by Owner or Owner's Representative.

End of Section

23-1014

BID PROPOSAL FORM

00 300-1

## 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 "Whisper Way Storm Drainage Improvements Project", dated January 22, 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 "Whisper Way Storm Drainage Improvements Project" as follows:

The Scope of Work includes but is not limited to the furnishing of all labor, materials, and services necessary for replacing the existing deteriorated 24" CMP upstream pipes, double wing catch basin, and headwalls at the end cul-de-sac of Whisper Way which discharges to an existing ditch and then further downstream crosses through an existing culvert underneath Whisper Way and eventually to an unnamed stream southwest towards Hopkins Creek. The Scope of Work is more particularly described as follows:

Demolish and remove (2) sections of existing 24" CMP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall at the end cul-de-sac of Whisper Way. Install (2) new sections of 36" RCP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall. Top of new storm pipes shall hold existing grade so as to not interfere with

existing utilities. Contractor shall tail ditch upstream and downstream end at headwalls so there is positive drainage through the new storm pipe system. Disturbance to existing driveways, curb & gutter, and asphalt pavement shall be minimized with use of trench boxes and/or other shoring methods as existing and proposed easements are limited. No disturbance outside of right-of-way, 20' Permanent Drainage Easement, and 30' Temporary Construction Easement is allowed. Contractor shall install new paved invert to all new storm structures as illustrated on the Drawings. Contractor will be required to locate and protect all existing utilities without interruption of service.

Contractor shall visit the Site to determine if stormwater in the existing ditch requires damming and pumping to create a dry work environment using temporary sand bag dams or other means as determined by the Contractor, if necessary. All dewatering requirements and costs are the responsibility of the Contractor and shall be included in his lump sum bid. Contractor will be responsible to document the existing conditions of the ditch and prevent sediment discharging downstream at all costs. Contractor is responsible for traffic control and driveway access for residents throughout duration of project. Refer to Construction Drawings for additional information on Scope of Work.

All quantities and measurements are approximate. Contractor shall visit the project area and determine his own quantities for bidding this project. Contractor is responsible for verifying all lengths and quantities required to complete the project. Traffic safety devices such as signage, barricades, etc., and the protection of the public-at-large, and Contractor's personnel is part of this Contract and the Contractor's sole responsibility.

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

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

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

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



Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie-in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.
- C. The limits of work for this project are limited to that area within right-of-way of City of Dacula and Storm Sewer Easements. 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 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, 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, February 27, 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, March 7, 2024 by 4:00 PM**.

23-1014

BID PROPOSAL FORM

00 300-4

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 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 – “Whisper Way Storm Drainage Improvements Project” – LUMP SUM AMOUNT**

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

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

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

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

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

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

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

23-1014

BID PROPOSAL FORM

00 300-5

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:

Addendum No.

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

23-1014

## BID PROPOSAL FORM

00 300-6

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:  
\_\_\_\_\_



23-1014

CONTRACT

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## 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 "Whisper Way Storm Drainage Improvements Project" described as follows:

**A. BASE BID –**

The Work to be completed for this Project consists of furnishing all labor, materials, earthwork, construction operations, details, supervision, and coordination of all trades, utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the City of Dacula "Whisper Way Storm Drainage Improvements Project" as follows:

The Scope of Work includes but is not limited to the furnishing of all labor, materials, and services necessary for replacing the existing deteriorated 24" CMP upstream pipes, double wing catch basin, and headwalls at the end cul-de-sac of Whisper Way which discharges to an existing ditch and then further downstream crosses through an existing culvert underneath Whisper Way and eventually to an unnamed stream southwest towards Hopkins Creek. The Scope of Work is more particularly described as follows:

Demolish and remove (2) sections of existing 24" CMP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall at the end cul-de-sac of Whisper Way. Install (2) new sections of 36" RCP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall. Top of new storm pipes shall hold existing grade so as to not interfere with existing utilities. Contractor shall tail ditch upstream and downstream end at headwalls so there is positive drainage through the new storm pipe system. Disturbance to existing driveways, curb & gutter, and asphalt pavement shall be minimized with use of trench boxes and/or other shoring methods as existing and proposed easements are limited. No disturbance outside of right-of-way, 20' Permanent Drainage Easement, and 30' Temporary Construction Easement is allowed. Contractor shall install new paved invert to all new storm structures as illustrated on the Drawings. Contractor will be required to locate and protect all existing utilities without interruption of service.

23-1014

CONTRACT

00 500-2

Contractor shall visit the Site to determine if stormwater in the existing ditch requires damming and pumping to create a dry work environment using temporary sand bag dams or other means as determined by the Contractor, if necessary. All dewatering requirements and costs are the responsibility of the Contractor and shall be included in his lump sum bid. Contractor will be responsible to document the existing conditions of the ditch and prevent sediment discharging downstream at all costs. Contractor is responsible for traffic control and driveway access for residents throughout duration of project. Refer to Construction Drawings for additional information on Scope of Work.

All quantities and measurements are approximate. Contractor shall visit the project area and determine his own quantities for bidding this project. Contractor is responsible for verifying all lengths and quantities required to complete the project. Traffic safety devices such as signage, barricades, etc., and the protection of the public-at-large, and Contractor's personnel is part of this Contract and the Contractor's sole responsibility.

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

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

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

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

#### Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie-in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to

23-1014

CONTRACT

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- 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 and Storm Sewer Easements. 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 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, 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, February 27, 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, March 7, 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 determine all items in the scope of work for preparing his own Bid for the project.

All quantities and measurements are approximate. Contractor shall visit the Site and determine his own quantities for bidding 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

23-1014

CONTRACT

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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 – "Whisper Way Storm Drainage Improvements Project" – LUMP SUM AMOUNT**

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

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

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

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

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

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

Notice to Proceed will be issued during the Pre-Construction meeting. All required paperwork such as Performance and Payment bonds for 100% of the Contract amount which will be submitted to the City along with a Schedule of Values (Unit Prices), Certificate of Insurance, Contractor's Security and Immigration Affidavit, a list of Subcontractors to be used



23-1014

CONTRACT

00 500-5

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 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 One-Hundred Fifty 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

23-1014

## CONTRACT

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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)

ATTEST:

CITY OF DACULA

\_\_\_\_\_

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

(Mayor)

ATTEST:

(Seal)

\_\_\_\_\_

(Contractor)

\_\_\_\_\_

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

(Witness)

## City of Dacula – American rescue Plan Act (ARPA) Contract Addendum

**Notice:** the contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Dacula by the US Department of Treasury under the American Rescue Plan Act (“ARPA, Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Dacula, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity”, as amended by EO 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Minority and Women Business Enterprises (if applicable to this Contract)** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women’s Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- A. Including qualified women’s business enterprises and small and minority business on solicitation lists;
- B. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- C. When economically feasible, dividing total requirement into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- D. Where the requirements permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- E. Using the services and assistance of the Small Business administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- F. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following group: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.** Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall

comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits or, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.

3. **Copeland "Anti-Kickback" Act.** Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The City shall report all suspected or reported violations to Treasury.
4. **Suspension and Debarment. (Applies to all purchases.)**
  - A. This contract is a covered transaction for purposes of 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
  - B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - C. This certification is a material representation of fact relied upon by the City of Dacula. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - D. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
6. **Access to Records. (Applies to all purchases.)**
  - A. The Contractor agrees to provide the City of Dacula, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examination, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by



- any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - C. No language in the contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
7. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333).** (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that not laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**
- A. The Contractor agrees to comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution control Act to the City of Dacula and understand and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
  - D. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
10. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
- A. Definitions. Unless otherwise defined in this contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.
    - (1) "Backhaul" means intermediate link between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell

phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

- (2) "Covered Foreign Country" means the People's Republic of China.
- (3) "Covered Telecommunications Equipment or Services" means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment; or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
- (4) "Critical Technology" means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational technologies controlled pursuant to § 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
- (5) "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- (6) "Roaming" means cellular communications services (e.g.; voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- (7) "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- (8) "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in applies, contractor and any subcontractors may not use grand, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recover Funds) received from a federal government to:
    - i. Procure or obtain any equipment, system, or service that uses covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or a s Critical Technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of ay system or as Critical Technology as part of any system.
- C. Exceptions.
- (1) This clause does not prohibit contractor or subcontractors from providing:
    - i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment that:
      - (a) Is not used as a Substantial or Essential Component of any system and
      - (b) Is not used as Critical Technology of any system
    - ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.
- D. Reporting Requirement.
- (1) In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph D(2) of this section to City, unless procedures for reporting the information are established elsewhere in this contract.
  - (2) Contractor shall report the following information to City pursuant to paragraph D(1) of this section:
    - i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number,

- manufacturer part number or wholesaler number); item description; and may readily available information about mitigation actions undertaken or recommended;
- ii. Within ten business days of submitting the information in paragraph D(2)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (1) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.
- E. Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section 10, including this paragraph E.
11. **Buy USA – Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section:
- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - B. “Manufactured Products” means items and constructions materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
12. **Procurement of Recovered Materials.**
- A. This section shall apply if (1) this contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during the City’s preceding fiscal year exceed \$10,000.
  - B. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (2) Meet contract performance requirements; or
    - (3) Be acquired at a reasonable price.
  - C. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
13. **Publications.** Any publications produced with funds from this award must display the following language: “this project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”



14. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
15. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
16. **Conflicts and Interpretation.** To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.
17. **Other Non-Discrimination Statutes.** Contractor acknowledges that City is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under a program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
18. **Conflicts of Interest; Gifts and Favors.**
  - A. Contractor understands that (1) City will use ARPA Funds to pay for the cost of this contract and (2) the expenditure of ARPA Funds is governed by the *Conflict of Interest Policy* of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(C)(1)).
  - B. Contractor certifies to City that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, elected official, or agent of City involved in the selection, award, or administration of this contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, contractor. Should contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.
  - C. Contractor certifies to City that it has not provided, nor offered to provide, any gratuities, favor, or anything of value to an officer, employee, elected official or agent of City. Should contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, elected official or agent described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.

**CONTRACTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*-This form is required only for purchases of more than \$100,000-*

**31 CFR Par 21 – New Restriction on Lobbying –  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's authorized official

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title of person signing above)

23-1014

BONDS AND CERTIFICATES

00 600-1

## SECTION 00 600

## BONDS AND CERTIFICATES

PART 1 - GENERAL

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

End of Section



23-1014

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

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

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

from the list during a Substantial Completion Inspection.

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

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

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

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

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

- A. Add to paragraph 4.1.1: The Architect referred to in the Contract, the General Conditions, Supplementary Conditions, or other documents of the Contract shall mean the "Engineer", 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

23-1014

NOTICE OF COMMENCEMENT

00 802-1

## 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. "Whisper Way Storm Drainage Improvements Project" in the City Limits of Dacula, Georgia.
3. Name and address of the state, country, municipal corporation, or public board or body thereof which is doing the public work:  
  
City of Dacula  
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.



23-1014

ADDENDA AND CLARIFICATIONS

00 900-1

## SECTION 00 900

## ADDENDA AND CLARIFICATIONS

PART 1 - GENERAL

1.1 The following changes have been incorporated in the Construction Documents dated January 22, 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/APART 3 - N/A

End of Section

**PROJECT SCOPE OF WORK  
& PERFORMANCE SPECIFICATIONS  
FOR  
"WHISPER WAY STORM DRAINAGE IMPROVEMENTS PROJECT"**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

**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 "Whisper Way Storm Drainage Improvements Project" as follows:

The Scope of Work includes but is not limited to the furnishing of all labor, materials, and services necessary for replacing the existing deteriorated 24" CMP upstream pipes, double wing catch basin, and headwalls at the end cul-de-sac of Whisper Way which discharges to an existing ditch and then further downstream crosses through an existing culvert underneath Whisper Way and eventually to an unnamed stream southwest towards Hopkins Creek. The Scope of Work is more particularly described as follows:

Demolish and remove (2) sections of existing 24" CMP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall at the end cul-de-sac of Whisper Way. Install (2) new sections of 36" RCP pipes (178 L.F. +/- total length of pipe), (1) double wing catch basin, (1) upstream headwall, and (1) downstream headwall. Top of new storm pipes shall hold existing grade so as to not interfere with existing utilities. Contractor shall tail ditch upstream and downstream end at headwalls so there is positive drainage through the new storm pipe system. Disturbance to existing driveways, curb & gutter, and asphalt pavement shall be minimized with use of trench boxes and/or other shoring methods as existing and proposed easements are limited. No disturbance outside of right-of-way, 20' Permanent Drainage Easement, and 30' Temporary Construction Easement is allowed. Contractor shall install new paved invert to all new storm structures as illustrated on the Drawings. Contractor will be required to locate and protect all existing utilities without interruption of service.

Contractor shall visit the Site to determine if stormwater in the existing ditch requires damming and pumping to create a dry work environment using temporary sand bag dams or other means as determined by the Contractor, if necessary. All dewatering requirements and costs are the responsibility of the Contractor and shall be included in his lump sum bid.

Contractor will be responsible to document the existing conditions of the ditch and prevent sediment discharging downstream at all costs. Contractor is responsible for traffic control and driveway access for residents throughout duration of project. Refer to Construction Drawings for additional information on Scope of Work.

All quantities and measurements are approximate. Contractor shall visit the project area and determine his own quantities for bidding this project. Contractor is responsible for verifying all lengths and quantities required to complete the project. Traffic safety devices such as signage, barricades, etc., and the protection of the public-at-large, and Contractor's personnel is part of this Contract and the Contractor's sole responsibility.

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

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

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

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

#### Additional items within Scope of Work

- A. A site visit must be made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie-in and feather new asphalt into existing asphalt so that there is a smooth transition.
- B. If any unforeseen sub-grade conditions arise, then the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The Contractor, if required, shall have a Geotechnical Engineer (who will be selected by the Contractor and approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case-by-case basis.

C. The limits of work for this project are limited to that area within right-of-way of City of Dacula and Storm Sewer Easements. 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 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.

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

### 1.3 MEASUREMENT AND PAYMENT

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

### PART 2 - PRODUCTS – N/A

### PART 3 – EXECUTION – N/A

#### 3.1 STORM DRAINAGE WORK

- A. City of Dacula's Engineer or designated representative shall have access at all times to the Site and all materials and the adequacy of the equipment in use.



23-1014

## PROJECT SCOPE &amp; PERFORMANCE SPECIFICATION

01 000-4

- B. The Contractor is responsible for establishing the storm drainage pipe alignments, grades, elevations.
- C. Submittals shall be in accordance with the Department of Transportation, State of Georgia, Standard Specifications, Construction of Roads and Bridges and Drainage.
- D. Contractor to ensure that stormwater will not pond on adjacent road shoulders or landscaped areas.
- E. All existing storm drainage structures will be adjusted to fit new pipe installation in accordance with the City of Dacula Standards as illustrated on the Drawings.
- F. All existing storm drainage pipe and structures to remain shall have new paved inverts installed to protect existing pipe bottom from future damage from stormwater and debris.

### 3.2 MAINTAINING TRAFFIC

- A. 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.
- B. Maintain one (1) lane (12' wide minimum for school bus access) open at all times.
- C. 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.
- D. Contractor shall take necessary precautions to secure the construction sites to maintain a safe environment for the public.
- E. 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", 3rd Edition, 1992 by the Georgia Soil and Water Conservation Commission and any supplements thereto.
- B. Erosion control includes, but is not limited to, erosion control fencing, sediment traps, outlet protection devices such as riprap, temporary grassing and mulching and erosion control blanket in conjunction with the establishment of permanent grassing that may be required to stabilize any disturbed areas.
- C. Erosion control includes the repair and maintenance of all slopes and surfaces to a smooth, continuous earth surface without inequalities and the establishment of a

23-1014 PROJECT SCOPE & PERFORMANCE SPECIFICATION 01 000-5  
permanent vegetative cover over 100% of all non-paved, disturbed areas.

#### 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 ARPA 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, if required depending on funding source. 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, if required depending on funding source. 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), if required depending on funding source.

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

23-1014

## APPLICATION FOR PAYMENT

01 370-1

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: OWNER ARCHITECT CONTRACTOR ENGINEER

FROM CONTRACTOR: VIA ENGINEER: CONTRACT NOS.: CONTRACT DATE:

CONTRACT FOR: 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.)

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.

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		

# CONTINUATION SHEET

(Instructions on reverse side)

PAGE OF PAGES

## APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ENGINEER' PROJECT NO.:

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

23-1014

QUALITY CONTROL

01 400-1

## SECTION 01 400

## QUALITY CONTROL

PART 1 - GENERAL

## 1.1 ON SITE OBSERVATIONS

- A. All work and materials shall be subject to review by Owner'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



23-1014

QUALITY CONTROL

01 400-3

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.

23-1014 PRIOR APPROVALS AND SUBSTITUTIONS 01 630-4  
REQUEST FOR PRIOR APPROVAL

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

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

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

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

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

1. The following required information is attached:

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

2. Comparison of proposed substitute product with specified product:

A. Differences: \_\_\_\_\_

B. Effect on dimensions or other trades: \_\_\_\_\_

3. Comments: \_\_\_\_\_

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



23-1014 PRIOR APPROVALS AND SUBSTITUTIONS 01 630-5  
REQUEST FOR SUBSTITUTION AFTER BID

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

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

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

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

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

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

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

End of Section

## SECTION 01 700

## CONTRACT CLOSE-OUT

PART 1 - GENERAL

## 1. CLOSE-OUT TIMING

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

## 2. PUNCH LIST

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

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

OWNER: City of Dacula, Georgia

TITLE:



## SUBCONTRACTOR WARRANTY FORM

23-1014 SUBCONTRACTOR WARRANTY FORM 01 741-1

PROJECT: "Whisper Way Storm Drainage Improvements Project"

LOCATION: Whisper Way end cul-de-sac 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)

TITLE:

23-1014

## CERTIFICATE OF THE CONTRACTOR

01 742 -1

## STATUTORY AFFIDAVIT

TO: CITY OF DACULA  
Dacula, Georgia

Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the above-mentioned parties for the "Whisper Way Storm Drainage Improvements Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated January 22, 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)

23-1014

## CERTIFICATE OF THE CONTRACTOR

01 742 -2

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*(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:

23-1014

CERTIFICATE OF THE SUBCONTRACTOR /

01 742.1 -1

## STATUTORY AFFIDAVIT

TO: CITY OF DACULA  
Dacula, Georgia

Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the above mentioned parties for the "Whisper Way Storm Drainage Improvements Project" in the City of Dacula, Georgia as represented by the Contract Documents for this project dated January 22, 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)



23-1014 \_\_\_\_\_ 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 asphalt pavement, concrete curb & gutter, concrete driveway aprons, storm sewer manholes, and storm sewer pipe/culverts. Asphalt pavement, curb & gutter, driveway, and driveway aprons will be sawcut and removed to replace existing deteriorated pipes. 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.

23-1014

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

23-1014

EARTHWORK

02 200-1

## SECTION 02 200

## EARTHWORK

PART 1 - GENERAL

## 1.1 SCOPE

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

## 1.2 PROJECT CONDITIONS

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



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

### 1.3 QUALITY CRITERIA

- A. All work shall be performed in accordance with applicable codes and ordinances and 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.

23-1014

EARTHWORK

02 200-5

- 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.

23-1014

EARTHWORK

02 200-7

- 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.

23-1014

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## 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

23-1014

SITE CONCRETE

02 514-1

## SECTION 02 514

## SITE CONCRETE

PART 1 - GENERAL

## 1.1 SCOPE

- A. Site Concrete work required by the Contractor includes curb & gutter replacement, driveway apron replacement, storm catch basin top replacement, and storm inlet concrete paved invert replacement/installation. No other concrete work is required unless other existing concrete areas of curb & gutter and/or concrete driveways are damaged by the Contractor during completion of the scope of work. 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.

23-1014

SITE CONCRETE

02 514-2

- 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.

23-1014

SITE CONCRETE

02 514-3

- 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.



23-1014

SITE CONCRETE

02 514-5

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

### 3.4 CLEANING

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

End of Section

## SECTION 02 547

## BITUMINOUS SURFACING

PART 1 - GENERAL

- 1.1 DESCRIPTION: Work described in this section includes, but is not limited to providing asphalt tack coat, asphalt binder and surface course and /or asphalt pavement patch for replacing asphalt pavement impacted by the Whisper Way Storm Drainage Improvements.
- 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:

SEIVE SIZE	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.

23-1014

## BITUMINOUS SURFACING

02 547-3

- 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 Asphalt Pavement Patch/Repaving shall receive:

Minimum Thickness

1. 3,000 PSI Concrete.....6.0"
2. Asphalt Tack Coat..... (0.05 – 0.15 gallons per S.Y.)
3. Type 1 – 'F' Mix (9.5 mm) Asphalt Surface Course ..... 1-1/2"

- B. 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 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.

## 3.7 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 02 720

## SITE DRAINAGE

PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Site Drainage required within the scope of work for this project includes removal and replacement of the existing 24" CMP pipes, double wing catch basin, and headwalls. New installation will include 36' RCP pipes, double wing catch basin, and headwalls.

## 1.2 SUBMITTAL

- A. Product data: Submit for each type of piping material, prefabricated structure, and casting. Indicate product descriptions and installation procedures.
- B. As-builts: Contractor shall provide Owner with two (2) copies of an "as-built" plan of all underground utilities illustrating the location of each with dimensions illustrated to the building and/or curb line from each underground utility after construction is complete.
- C. In the event that site drainage structures are not maintained during the construction process to the satisfaction of City of Dacula, an interim as built may be required to establish the extent of deficiencies.
- D. See Section 02 720, 3.3 for As-Built Record Drawings submittals.

## 1.3 QUALITY ASSURANCE

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

## 1.4 GUARANTEE

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

## PART 2 - PRODUCTS

### 2.1 PIPING

- A. Storm Sewer Drainpipe is to be of the type, size, class or gauge, and material illustrated in the Project Scope and Performance Specification and as indicated on the Drawings.
- B. Reinforced Concrete Pipe (RCP) is to be used for this project as indicated on the Drawings.
- C. Reinforced concrete pipe, concrete headwalls, concrete storm structures, and concrete headwalls shall conform to Georgia D.O.T. Standard Specifications.

### 2.2 CONCRETE, MASONRY AND ACCESSORY MATERIALS

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

### 2.3 REINFORCING STEEL

- A. Reinforcing bars and dowels shall conform to ASTM A615, Grade 60, deformed bars with an uncoated finish.

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

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION OF DRAINAGE SYSTEM

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

#### 3.2 DRAINAGE STRUCTURES

- A. Construct catch basins, drop inlets, headwalls and similar structures of reinforced concrete unless otherwise indicated; manholes of masonry, concrete, or precast units at Contractor's option.
  - 1. Provide concrete foundations for manholes and other structures as indicated. All drainage structures shall have paved (mortar) inverts.
  - 2. Concrete structures shall be reinforced as indicated in the Project Scope and Performance Specification.

3. All concrete construction shall receive a smooth formed finish in accordance with ACI-301-72 on all surfaces exposed to exterior or interior of structure; rough formed for all unexposed construction.
  4. Moist cure concrete for a minimum of seven days after placing.
- B. Mix mortar with only enough water for workability. Re-tempering of mortar will not be permitted. Keep mortar mixing and conveying equipment clean. Do not deposit mortar upon or permit contact with ground.
  - C. Lay masonry in full mortar bed with ends and with full vertical joints, not more than 5/8" wide. Protect fresh masonry from freezing and from too rapid drying.
  - D. Apply a 2"thickness mortar parge coating on interior and exterior or of masonry walls surfaces.
  - E. Set tops of frames and covers of manholes flush with finished surface.
  - F. Set drainage gratings to elevations indicated in the Project Scope and Performance Specification.

### 3.3 AS-BUILT RECORD DRAWINGS

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

End of Section

23-1014

LAWNS AND GRASSES

02 930-1

## SECTION 02 930

## LAWNS AND GRASSES

PART 1 - GENERAL

- 1 DESCRIPTION: Work described in this section consists of the establishment of 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 (*Festuca Elatior*). Seed: Fresh, clean, new seed testing 98% for purity and 85% for germination. September 15 - May 15.
  - B. Common Bermuda (*Cynodon 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 reseedling 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

23-1014

## LAWNS AND GRASSES

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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

Whisper Way Storm Drainage Improvements Project

- Project Drawings dated 01-22-2024.



## MEMO

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator  
Jack Wilson, City Attorney

DATE: January 25, 2024

SUBJECT: Proposed Resolutions - Urban Redevelopment Agency

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The City's bond counsel has prepared three resolutions to start the process of implementing an Urban Redevelopment Agency (URA) for the City. This framework is commonly used by cities in Georgia to identify areas for redevelopment and to implement tools authorized by State law to fund those activities.

The three resolutions are:

1. Prerequisite Resolution—this is the initial official action to indicate the City's intention to use the URA process for redevelopment.
2. Resolution Designating Area—this is the official act to designate the applicable area of the City. This area has been identified by staff and includes the existing downtown area and proposed City center.
3. Official Intent Resolution—this resolution indicates the City's intent to use funds to be generated to reimburse expenses the City has already incurred and will incur in these initiatives.

Staff recommends approval of these three resolutions to begin the URA process. If you have any questions or need anything further, please let us know.





**RESOLUTION OF NECESSITY PREREQUISITE TO EXERCISE OF POWERS  
UNDER URBAN REDEVELOPMENT LAW**

**WHEREAS**, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “Urban Redevelopment Law”), requires the City of Dacula, Georgia (the “City”), as a condition to the exercise of any of the powers conferred upon the City by the Urban Redevelopment Law, to adopt a resolution finding that one or more “pockets of blight” (as defined in the Urban Redevelopment Law) exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

**WHEREAS**, after careful study and investigation, the City desires to exercise the powers conferred upon the City by the Urban Redevelopment Law;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACULA, GEORGIA, AS FOLLOWS:**

1. There is hereby found, determined, and declared that one or more “pockets of blight” (as defined in the Urban Redevelopment Law) exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

2. Any and all resolutions in conflict with this resolution be and the same are hereby repealed.

3. This resolution shall be effective immediately upon its adoption by the City Council of the City, and from and after such adoption the City may exercise any of the powers conferred upon it by the Urban Redevelopment Law.

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE** this 1st day of February 2024.

**CITY OF DACULA, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY CLERK'S CERTIFICATE**

I, **BRITTNI NIX**, the duly appointed, qualified, and acting City Clerk of the City of Dacula, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on February 1, 2024, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_\_ Yea and \_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this 1st day of February 2024.

(SEAL)

\_\_\_\_\_  
City Clerk

## **RESOLUTION DESIGNATING URBAN REDEVELOPMENT AREA**

**WHEREAS**, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “Urban Redevelopment Law”), authorizes the City of Dacula, Georgia (the “City”) to designate an “urban redevelopment area,” which is defined to mean a “pocket of blight” which the City Council of the City designates as appropriate for an urban redevelopment project; and

**WHEREAS**, the Urban Redevelopment Law defines “pocket of blight” to mean an area in which by reason of the presence of a substantial number of deteriorated or deteriorating structures; predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; the existence of conditions which endanger life or property by fire and other causes; having development impaired by airport or transportation noise or by other environmental hazards; or any combination of such factors, substantially impairs or arrests the sound growth of the City, retards the provisions of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use; and

**WHEREAS**, after careful study and investigation, the City desires to designate the area described in Exhibit A attached to this resolution as an urban redevelopment area;

### **NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACULA, GEORGIA, AS FOLLOWS:**

1. The area described in Exhibit A attached to this resolution is hereby determined to be a “pocket of blight,” by reason of the presence of a substantial number of deteriorated or deteriorating structures; predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; the existence of conditions which endanger life or property by fire and other causes; having development impaired by airport or transportation noise or by other environmental hazards; or any combination of such factors, substantially impairs or arrests the sound growth of the City, retards the provisions of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use, and that such area is therefore designated as appropriate for an urban redevelopment project.
2. Any and all resolutions in conflict with this resolution be and the same are hereby repealed.
3. This resolution shall be effective immediately upon its adoption by the City Council of the City.

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE** this 1st day of  
February 2024.

**CITY OF DACULA, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

The boundary of the urban redevelopment area begins at the southeast corner of the Dacula Road and Broad Street intersection, follows southward until the Winder Highway and Broad Street intersection. Boundary continues westward along Winder Highway for 680 feet (+/-) and then continues southward. The boundary includes properties along McMillan Road until the McMillan Road and Harbins Road intersection. The boundary follows Harbins Road, includes Dacula City Hall, and continues until the Tanner Road intersection. The boundary continues northeast along Tanner Road for 235 feet (+/-) and then continues northward until it intersects with Freemans Mill Road. The boundary continues eastward along Freemans Mill Road for 1,192 feet (+/-). Then, the boundary continues northward until it intersects with Winder Highway. The boundary proceeds westward along Winder Highway until it intersects with Dacula Road where it continues northward until the boundary ends at the Dacula Road and Broad Street intersection.



**CITY CLERK'S CERTIFICATE**

I, **BRITTNI NIX**, the duly appointed, qualified, and acting City Clerk of the City of Dacula, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on February 1, 2024, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_\_\_ Yea and \_\_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this 1st day of February 2024.

(SEAL)

\_\_\_\_\_  
City Clerk

## OFFICIAL INTENT RESOLUTION

**WHEREAS**, the City of Dacula, Georgia (the “City”) expects to request the Urban Redevelopment Agency of Dacula, Georgia (the “Agency”) to issue tax-exempt obligations (the “Obligations”) in a principal amount not presently expected to exceed \$40,000,000 to finance the costs of acquiring, constructing, and installing various capital projects, including a new city hall, outdoor amphitheater and green space, public parking facilities, and related improvements (the “Project”), to be sold by the Agency to the City on an installment sale basis; and

**WHEREAS**, the City has used or will use, before the issuance of the Obligations, moneys from one or more of its governmental funds, including, without limitation, its General Fund, Capital Projects Fund, or SPLOST Funds (collectively, the “Funds”), to pay expenditures related to the Project and reasonably expects that a portion of the proceeds of the Obligations will be used to reimburse the Funds for these expenditures; and

**WHEREAS**, Treasury Regulation Section 1.150-2 requires the City to declare its intent to cause the proceeds of the Obligations to be used to reimburse the City for moneys from the Funds that were or will hereafter be used to pay expenditures related to the Project;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACULA, GEORGIA, AS FOLLOWS:**

1. The City declares its intent to cause the proceeds of the Obligations to be used to reimburse the City for moneys from the Funds that were or will hereafter be used to pay expenditures related to the Project, including, without limitation, expenditures for land acquisition.
2. Any and all resolutions in conflict with this resolution be and the same are hereby repealed.
3. This resolution shall be effective immediately upon its adoption by the City Council of the City.

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE** this this 1st day of February 2024.

**CITY OF DACULA, GEORGIA**

By: \_\_\_\_\_  
Mayor

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

**CITY CLERK'S CERTIFICATE**

I, **BRITTNI NIX**, the duly appointed, qualified, and acting City Clerk of the City of Dacula, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on February 1, 2024, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_\_\_ Yea and \_\_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this 1st day of February 2024.

(SEAL)

\_\_\_\_\_  
City Clerk



January 10, 2024

Dear City Manager,

The Georgia Emergency Management Act gives local governments the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure timely reimbursement of costs incurred by the local governments. The agreement establishes procedures and other ground rules for counties and cities that help one another during a disaster. Your city previously executed the Statewide Mutual Aid agreement in 2020 which now requires renewal. The current agreement expires on March 1, 2024. It is our objective to have all local governments execute the agreement to ensure timely reimbursement following a disaster.

The enclosed agreement is similar in scope to the previous version but has been updated by the Georgia Emergency Management Agency (GEMA). Two original documents are provided for signature and should be returned to our office once signed. They will then be forwarded to GEMA for execution and an original copy returned to you.

Please let me know if you have any questions regarding the Statewide Mutual Aid Agreement or if I can assist you in any other way.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Shaw".

Michael Shaw, Acting Director

Gwinnett County Office of Emergency Management



# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

Item 8.

County/Municipality: Dacula

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

## ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

## ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

## ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

#### ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

## ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

## ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

## ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

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

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

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



APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for \_\_\_\_\_

(county/municipality) for the purpose of reimbursement sought for mutual aid:

---

Print Name \_\_\_\_\_

Job Title/Position

Signature of Above Individual

---

Print Name \_\_\_\_\_

Job Title/Position

Signature of Above Individual

---

Print Name \_\_\_\_\_

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

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

Chief Executive Officer – Print Name

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

Item 8.

County/Municipality: Dacula

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

## ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

## ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

## ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

## ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

## ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

## ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.



Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

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

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

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

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for \_\_\_\_\_ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

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

\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for \_\_\_\_\_

(county/municipality) for the purpose of reimbursement sought for mutual aid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

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

\_\_\_\_\_  
Chief Executive Officer – Print Name



## CHANGE ORDER

Date: January 26, 0224

Bowman Consulting Group Ltd. 4174 Silver Peak Parkway Suwanee, Georgia 30024	City of Dacula P.O. Box 400 Dacula, Georgia 30019
Contact: PatrickNunn Email: pnunn@bowman.com	Contact: BrittiniNix Email: brittni.nix@daculaga.gov
Project Name: Administrative Building Project Dacula, Gwinnett County, Georgia 30019	Job #: 200523-01-001 / CO#1 Proposal #: 23-1010

### SCOPE OF SERVICES COVERED BY CHANGE ORDER

The survey will be prepared in accordance with the rules set by the Georgia Board of Registration for Professional Engineers and Land Surveyors, Chapter 180-7; Technical Standards for Property Surveys in Georgia.

Task	Description	Fee Type	Total
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7	<b>Topographic &amp; Boundary Update Survey</b> <ul style="list-style-type: none"> <li>Topographic Survey <ul style="list-style-type: none"> <li>The survey will be prepared in accordance with the rules set by the Georgia Board of Registration for Professional Engineers and Land Surveyors, Chapter 180-7; Technical Standards for Property Surveys in Georgia. The survey will include one foot contours, grade breaks, curbs, sidewalks, steps, pavement edges, signs, paint stripes, storm drains and other similar improvements found on the property. The location of buildings will be measured at ground level. Finished floor elevations will be measured at the threshold of each doorway within the survey limits. The limits of thick vegetated areas will be noted. The invert elevations, pipe sizes and pipe material will be shown for storm and sanitary pipes where accessible.</li> </ul> </li> <li>Boundary Update Survey <ul style="list-style-type: none"> <li>The survey will be prepared in accordance with the rules set by the Georgia Board of Registration for Professional Engineers and Land Surveyors, Chapter 180-7; Technical Standards for Property Surveys in Georgia. Property records for the subject parcel and adjoining parcels will be obtained from the courthouse to analyze the deeded property line locations vs. monuments found on the ground. All property corners will be found and marked. Missing property corners will be replaced with a 5/8" rebar or mag nail where accessible. The property lines between corners will not be marked. The purpose of the update is exclusively to acquire DOT plans and include recent DOT Right of Way takes in the Northeast corner of the property.</li> </ul> </li> </ul> <p><b><u>Deliverables &amp; Schedule:</u></b></p> <p>The survey will be referenced to state plane coordinates (NAD 83) and mean sea level elevations (NAVD 88).</p> <p>The deliverable will include an Autocad file of the newly collected survey data and a pdf file of the survey. A stamped hard copy may be provided if requested. The Topographic Survey will be delivered within 20- 25. business days.</p>	Lump Sum	\$18,700.00
8	<b>Utility Survey</b> <ul style="list-style-type: none"> <li>A private utility consultant will be retained as part of this scope to mark the location of underground utilities within the survey limits. The utilities will be located using electromagnetic locating equipment and will not include verification by excavation. The owner of each respective utility affecting the subject site will be determined and documented, including names and phone numbers. The sources of this information will be from the GA-UPC Design Ticket. This information will be shown on the survey.</li> </ul>	Lump Sum	\$3,900.00

**Total Lump Sum      \$22,600.00**

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:**

*Patrick Nunn*

**Patrick Nunn**

**Brittini Nix**

Sr. Project Manager

City Administrator

Item 9.



**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 *P.N.* / 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 *P.N.* / Client

# Memorandum

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

**From:** Hayes Taylor, City Planner

**Date:** February 1, 2024 (*Amended*)

**Subject:** 2023-CD-RZ-04

**Proposed Zoning:** M-1 (Light Manufacturing District)

**Existing Zoning:** PMUD (Planned Mixed-Use District)

**Size:** 40.22 acres

**Proposed Use:** Industrial Warehouse/Distribution/Office Buildings

**Applicant:** CHI/Acquisitions LP c/o Mahaffey Pickens Tucker, LLP  
1550 North Brown Road, Suite 125  
Lawrenceville, Georgia 30043

**Owner:** Walton Georgia, LLC  
8800 N. Gainey Center Drive, Ste 345  
Scottsdale, Arizona 85258

**Location:** LL 270- 5th District

## Existing Land Use and Zoning:

The subject property totals 40.22 acres and is located south of the Stanley Road prescriptive easement. The site is located in the southeastern quadrant of the Winder Hwy and SR 316 intersection and extends to the western boundary of Pipeline Road. The property was annexed and zoned PMUD (Planned Mixed-Use District) in February 2013 for a multi-use development including a hotel, conference center, office/commercial, and attached residential pursuant to 2012-CD-AA-01 and 2012-CD-RZ-03. The project was never developed and the property remains vacant with wooded areas and a stream transecting the site.

The property is in close proximity to the Winder Hwy and SR 316 intersection as well as the commercial and manufacturing zoning districts located along the Winder Highway corridor to the north. Proceeding eastward along Stanley Road and southward along Pipeline Road are single-family residential and mobile home uses. Across Stanley Rd to the north and northwest is an office/warehouse industrial project zoned M-1 (Light Manufacturing District), which has an approved concept plan.

### **The Proposed Rezoning & Development:**

The applicant has submitted a rezoning application to rezone the property from PMUD to M-1 for warehouse/distribution facility use.. The previously approved planned-mixed-development incorporated office/warehouse industrial and attached residential uses. The proposed development contains two (2) office/warehouse/distribution facilities with the requisite parking and delivery areas. The warehouse buildings with concrete tilt-up walls are approximately 473,200 square feet in total. The site plan shows fifty-foot-wide building setbacks along Stanley Road and twenty foot-wide building setbacks along the adjacent properties. In addition, the development would incorporate two (2) thirty-foot-wide access driveways on Stanley Road.

Staff notes that the application materials include a variance to the building height maximum. The applicant has requested a variance to allow the two (2) proposed office/warehouse industrial buildings to be 50-feet in height, citing the industry standard of 36-feet in height for storage. Article IX, Section 908 of the Zoning Resolution limits the maximum height to 40 feet, which would not be sufficient for the intended purpose of the proposed use. Staff notes, the approved industrial project across the street was granted a height variance to allow for 50-feet in building height.

The City of Dacula's 2019 Comprehensive Plan designates the subject property as Regional Mixed Use on the Future Land Use Map. Regional Mixed Use Activity Centers land uses are defined as "large-scale (Over 100,000 square feet) activity centers with commercial retail, office, and employment, and higher density land uses.... should be located near the intersection of major thoroughfares" (The City of Dacula, Georgia 2019 Comprehensive Plan, page 7.13). The proposed industrial development fits within the "warehousing/distribution" characterization in the description of Regional Mixed Use within the 2019 Comprehensive plan.

### **Summary:**

The subject development provides proximal in-city employment opportunities for residents with different skillsets than the office and employment center components of the nearby Rowen project. The proposed industrial development would remain consistent with the commercial/industrial nature of Winder Hwy and the approved warehouses across Stanley Road. The site is well suited for a distribution center due to its close proximity to Winder Highway and SR 316. Staff recommends the requested rezoning and variance be approved with conditions.

### **Comprehensive Plan:**

The subject parcels are designated as Regional Mixed Use on the City of Dacula's 2030 Future Development Map.

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 given the use and development of an adjacent and nearby property?***

The proposed development is congruent with the variety of intense and industrial land uses along Winder Highway and the approved industrial uses across the street on Stanley Road.

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

No, with the recommended conditions, negative impacts on surrounding properties would be mitigated and 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?***

An increase of traffic, and utility use, would be expected from the request. Recommended conditions are designed and expected to lessen the potential burden on streets, transportation facilities, and utilities. No additional burden for schools is expected.

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

The requested zoning and affiliated concept plan are consistent with the warehousing/distribution characterization portion of the policies and objectives of the Regional Mixed Use designation of the 2030 Future Land Use Map.

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

The proposed development would provide an employment center and would conform to portions of the Regional Mixed Use designation.



## Recommendation:

Based on the application, the requested rezoning is recommended for **approval with the following conditions.**

*The Department notes the Planning Commission unanimously recommended approval with staff's recommended conditions for the requested rezoning at the Public Hearing on January 29, 2024. Said conditions are below.*

*Since the Planning Commission Public Hearing, staff is recommending minor amendments to the conditions for clarity. Said amendments are depicted in red.*

## Concept Plan and Land Use

- 1) The property shall be developed in accordance with the conceptual site plan prepared by Kimley-Horn entitled CHI Dacula Industrial Development – submitted with the application on November 20, 2023. Any discrepancies between the subject concept plan and the approved zoning conditions/City Ordinances shall not be interpreted as an administrative variance. Development plans must adhere to the approved zoning conditions for the site and City Ordinances.  
  
Any substantial deviation from the approved conceptual plan and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.
- 2) The following uses in the Light Manufacturing District shall be prohibited and made part of the owner's restrictive covenants: splitting operations or storage lots, mobile home leasing or sales lots, taxi cab, limousine, or other for hire vehicle services (excluding public or private ambulatory services), solid waste transfer stations, the storage or warehousing of caustic or hazardous materials, animal rendering plants, bulk petroleum or natural gas plant and/or storage facilities, landfills, composting facilities, fertilizer manufacturing, foundries, heavy equipment rental or repair, hardship mobile homes, incinerators, junkyards, lawnmower repair shops, livestock feedlots, materials recovery facility, pawn shops, poultry houses, the raising of dangerous animals for profit or gain, privately owned septic treatment facilities, stack houses, stand-alone crematories, truck stops and/or semi storage lots.
- 3) The following uses in the Light Manufacturing District shall be allowed with the approval of a Special Use Permit by the Mayor and City Council of the City of Dacula: helicopter landing pads, fleet vehicle parking lots, or any other non-specified commercial and/or industrial business or use that could require outside storage.
- 4) All forms of on-site outdoor storage shall be subject to Special Use Permit and require approval by the Mayor and City Council.

- 5) The open space shall not be subdivided, and the open space shall be owned and maintained by a mandatory property owners' association. The deed to the mandatory property's association shall require that the open space be perpetually maintained as open space subject only to the development of Gwinnett County/City of Dacula trail system and approved utilities easements.

### Architectural Design

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

Final architectural plans and color palate shall be submitted to the Department of Planning and Development for approval. The Department reserves the right to deny the architectural plans and color palate if they do not capture the intent of the condition to provide structures with quality materials and pleasing visual interest.

- 7) Nonresidential buildings shall be limited to a maximum height of 50-feet.
- 8) Chain link fence shall be prohibited except around the stormwater management ponds, any dog parks, and where not visible from the right-of-way. All chain link fences shall be black vinyl.
- 9) All trash dumpsters shall be screened by an enclosure using the same exterior building material as the adjacent occupied buildings. Pickup shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday. Dumpster enclosures shall remain closed, locked, and in good repair at all times.

### Landscaping and Parking

- 10) A twenty (20) foot wide landscape strip from the proposed right-of-way shall be provided along Stanley Road and Pipeline Road. The landscape strip shall be planted so as to not impede site distance.
- a. Provide non-ornamental shade trees spaced twenty (20) feet on-center along Pipeline Road and the proposed Stanley Road right-of-way. All street trees shall be a minimum 3-inch caliper (dbh) at the time of planting. Street trees shall be planted at least six-feet from back-of-curb subject to review and approval of the City of Dacula.
- Street trees shall be of one or a combination of the following species:
- a. Blood Good Japanese Maple
  - b. Willow Oak
  - c. Carolina Silverbell
  - d. Nuttall Oak
  - e. Shumard Oak
  - f. White Oak
  - g. Japanese Zelkova
  - h. Red Maple
  - i. North Red Oak
- 11) Provide a 10-foot-wide landscaped buffer along the side and rear property lines of developing parcels, units, or phases. Landscape buffers shall be planted with a single row of Leyland Cypress, Shumard Oak, or Cryptomeria trees, planted fifteen (15) foot on center. The buffer can be eliminated after a Building Permit has been issued on adjacent property.
- 12) Landscaping and fencing shall be provided around all stormwater ponds. Fencing shall remain closed, locked, and in good repair at all times. Proposed landscaping shall adhere to best management practices and provide visual interest and screening. Landscaping plans shall be reviewed and approved by the Department of Planning and Development.
- 13) A parking lot landscape plan shall be submitted to the City for approval prior to a development permit issuance. At a minimum, the landscape plan shall include monument sign locations and should ensure that each parking island/strip will have a minimum of one (1) ornamental shade tree per 10 linear feet. Fifty (50) percent of all parking area trees shall be a minimum of 2-inch dbh caliper and fifty (50) percent shall be a minimum of 3-inch dbh caliper.
- 14) Parking lot lighting shall be directed in toward the property so as not to shine directly into adjacent properties. Interior street lights shall be black, decorative, and utilize downward illumination or frosted globes only. Design rendering and lighting specification shall be subject to review and approval by the City Administrator or his/her designee.
- 15) Natural vegetation shall remain on the property until issuance of a land disturbance permit.

- 16) A specimen tree survey shall be provided for review. Specimen trees on-site shall be saved when feasible.

### Signage and Advertising

- 17) The subject site shall be limited to one (1) off-site project monument sign located out of the right-of-way at the intersection of Winder Highway and relocated Stanley Road as long as written notarized permission from the property owner is provided to the City prior to permit issuance. The monument sign shall not exceed a maximum of 20-foot in height, is limited to a maximum 150-square foot of advertising space, and shall be constructed with a brick or masonry base (minimum two feet in height) matching the materials of the buildings. The sign shall be located so as to not impede site distance along Winder Highway. Neon or self-illuminating ground signs shall be prohibited. Sign location and design criteria are subject to review and approval by the City of Dacula.
- 18) Ground signage shall be limited to one monument-type sign for each parcel. Each sign is limited to a maximum 50-square foot of advertising space. Monument signs shall not exceed a maximum of 6-foot in height and shall be constructed with a brick or masonry base (minimum two feet in height) matching the materials of the buildings. Neon or self-illuminating ground signs shall be prohibited. Signs shall be set back 15 feet from the Stanley Road right-of-way and located so as to not impede site distance along Stanley Road. Sign location and design subject to review and approval by the City of Dacula.
- 19) Temporary signage shall be regulated and/or permitted as stated in Article XII (Signs and Advertising) of the City of Dacula Zoning Resolution with the following exceptions:
- a. Business specific temporary signage must be mounted flush onto or against existing permitted structures within the development.
  - b. Temporary signage shall be prohibited on individual residential units.
- 20) Live human advertisement shall be prohibited within the subject area. To include, but not necessarily be limited to, sign spinners, twirlers, dancers, clowns, and/or other similar temporary advertising methods commonly provided by costumed or animated humans.
- 21) Tents, free-standing-canopies, streamers or roping decorated with flags, tinsel, decorative balloons, hot-air balloons or other similar materials shall be prohibited on the site.
- 22) Oversized signs or billboards shall be reviewed and permitted separately and must abide by the procedures and regulations as stated in Article XII of the Zoning Resolution.

### Transportation and Infrastructure

- 23) A Traffic Impact Study shall be provided prior to the issuance of a development permit. Prior to the issuance of the first certificate of occupancy, the applicant shall make any improvements recommended by the traffic impact study, provided the improvements are

approved by the City of Dacula, Gwinnett County Department of Transportation respectively, and Georgia Department of Transportation.

- 24) Install a traffic signal when warranted and approved by GDOT.
- 25) The entire section of Stanley Road and Pipeline Road ~~within the development frontage~~ shall be improved and paved with asphalt to the City of Dacula/Gwinnett County performance standards respectively. Stanley Road improvements shall meet existing asphalt to ensure a continuous paved road. Road improvements shall be fully installed and functional prior to the issuance of a certificate of occupancy for any portion of the development.
- 26) The developer/owner shall, at its expense, construct all improvements associated with a phase of construction including, but not limited to, paving and striping roadways, curb, gutter, road signage, and installation of all water and sewer infrastructure necessary for the development of that phase prior to the issuance of any certificate of occupancy permits for that phase of work.
- 27) It shall be the responsibility of the applicant to secure at no cost to the City and/or Gwinnett County, all necessary right-of-way to implement the required improvements.
- 28) Ownership and maintenance of drives, roads, side streets, alleys, and/or parking lots found on the subject site shall be the responsibility of the developer and/or private property owner.
- 29) All new utility lines shall be located underground. The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure.
- 30) Utilities shall be placed on the developer's property whenever possible. Appropriate access and maintenance easements shall be filed at the time of final plat approval for any one parcel or section of the subject development.
- 31) All vehicular access onto the proposed private drive must meet the City of Dacula's project access improvement standards of a public road. All improvements shall be provided by the developer.
- 32) A five-foot sidewalk shall be required adjacent to the proposed Stanley Road right-of-way. The sidewalk location shall be reviewed and approved by the City of Dacula and Gwinnett County Department of Transportation respectively.
- 33) Sidewalks shall be constructed with an additional 2-foot by 8-foot pad approximately every 300 linear feet to accommodate pedestrian amenities such as benches, planters, and trash receptacle. All such required amenities shall be decorative, commercial-quality fixtures. Sidewalk design and placement of any of these amenities shall be reviewed and approved by the City of Dacula.
- 34) A bike rack with a canopy or shelter shall be installed on site. The bike rack and canopy shall be decorative, commercial-quality fixtures. The design and placement of the bike rack and canopy shall be reviewed and approved by the City of Dacula.

- 35) Provide decorative light poles/fixtures along proposed Stanley Road right-of-way. Street lights shall be staggered, 150 feet on-center. Light poles shall be black and a maximum 20 feet high. All street lighting shall be subject to review and approval of the City of Dacula and Gwinnett County Department of Transportation. Where applicable, streetlights shall be placed adjacent to required pedestrian amenity sidewalk pads. A separate lighting plan showing the type of light and locations shall be submitted to the City for review and approval.
- 36) Construct relocated Stanley Road as a three-lane roadway with one (1) lane in each direction and a center two-way left-turn lane along the property frontage. Stanley Road may taper into a two-lane roadway with location approval from the City of Dacula.
- 37) A sign prohibiting truck access at the intersection of Stanley Road and Pipeline Road shall be required adjacent to the Stanley Road right-of-way/dedicated easement at the end of the proposed Stanley Road improvements.
- 38) Construct a northbound left-turn lane and a channelized right-turn lane along Stanley Rd.
- 39) Construct a channelized eastbound right-turn lane along Winder Highway (SR 8/US 29) and a westbound left-turn lane along Winder Highway (SR 8/US 29).

#### Private Access

- 40) It is the responsibility of the owner and/or developer to provide passcodes, keys, and/or up to date contact information for controlled entrance locations to the Dacula Marshal's Office, Gwinnett County Police Department, and Gwinnett County Fire Department.
- 41) Contact information for any maintenance associations, and/or private security companies shall be submitted and updated regularly with the Dacula Marshal's Office and the Dacula Planning and Development Department.

#### Grading and Phasing

- 42) Prior to the issuance of a Land Disturbance Permit or Development Permit for mass grading ~~of residential uses~~ exceeding 10 acres, the Developer or Land Owner will submit a "Bond Stabilization and Landscape Plan" to the City of Dacula which will provide for the permanent stabilization of disturbed area(s) via rye grass seeding, tree replanting and landscaping in accordance with the City's Development Regulations and these conditions of zoning. Tree replanting along the frontage of both sides of Stanley Road and Pipeline Road shall include non-ornamental shade trees spaced 20-feet on-center, six feet from the right-of-way or pavement edge of the private drive. All street trees shall be a minimum 2-inch caliper (dbh) at the time of planting. Interior replanting of disturbed areas shall include five (5) two-inch caliper trees (DBH) per acre.



Once the “Bond Stabilization and Landscape Plan” has been approved by the City Administrator or designee, and prior to the issuance of any Land Disturbance or Development Permit, Developer or Land Owner shall post a performance bond in favor of the City of Dacula to guarantee the replanting of the disturbed acreage in accordance with the City’s Development Regulations and these conditions of zoning. The performance bond amount shall be equal to \$15,000.00 per acre disturbed. The bond shall be in the form of a Letter of Credit from an FDIC insured institution or an insurance company in good standing with the Georgia Insurance Commissioner’s office, authorized to do business in Georgia, and rated “A” or better by the rating agency A.M. Best. The Surety must also be listed on the U.S. Department of Treasury’s Circular 570. The City staff shall approve the form of the performance bond and the qualifications of the surety prior to execution of the bond.

In the event that Developer/Land Owner has not obtained a building permit within twelve (12) months of the issuance of the Land Disturbance or Development Permit, whichever is first issued, then the City of Dacula will redeem the performance bond [or equivalent security acceptable to the City of Dacula] to fund the implementation of the Bond Stabilization and Landscape Plan. The performance bond [or equivalent security acceptable to the City of Dacula] will terminate and/or be surrendered or returned once the improvements shown in the Bond Stabilization and Landscape Plan have been completed or a building permit is issued on any parcel of the development.

- 43) Site grading adjacent to access points shall be consistent in elevation to the proposed Stanley Road right-of-way to ensure adequate sight distance.



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 <b>CHI/ Acquisitions LP c/o Mahaffey Pickens Tucker, LLP</b>	NAME <b>Walton Georgia, LLC</b>
ADDRESS <b>1550 North Brown Road, Suite 125</b>	ADDRESS <b>8800 N. Gainey Center Drive, Suite 345</b>
CITY <b>Lawrenceville</b>	CITY <b>Scottsdale</b>
STATE <b>Georgia</b> ZIP <b>30043</b>	STATE <b>Arizona</b> ZIP <b>85258</b>
PHONE <b>770-232-0000</b> FAX <b>678-518-6880</b>	PHONE <b>833-217-1715</b> FAX

### **APPLICANT IS THE:**

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

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

CONTACT PERSON **Shane M. Lanham**

COMPANY NAME **Mahaffey Pickens Tucker, LLP**

ADDRESS **1550 North Brown Road, Suite 125**

**Lawrenceville, Georgia 30043**

PHONE **770-232-0000** FAX **678-518-6880**

EMAIL **slanham@mptlawfirm.com**

PRESENT ZONING DISTRICT(S) **PMUD** REQUESTED ZONING DISTRICT **M-1**  
 LAND LOT(S) **270** PARCEL # **5270 024** DISTRICT(S) **5** ACREAGE **+/- 40.22**

PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED

**Two industrial warehouse/ distribution/ office buildings totaling approximately 473,200 square feet**

### **RESIDENTIAL DEVELOPMENT:**

NO. OF LOTS/DWELLINGS UNITS **N/A**

DWELLING UNIT SIDE (SQ. FT.) **N/A**

### **NON-RESIDENTIAL DEVELOPMENT:**

NO. OF BUILDINGS/LOTS **2/1**

TOTAL GROSS SQ. FEET **~473,200**

### **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**



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

Shane M. Lanham  
 Jeffrey R. Mahaffey  
 Steven A. Pickens  
 Gabrielle H. Schaller  
 Andrew D. Stancil  
 R. Lee Tucker, Jr.

\*Of Counsel

## AMENDED LETTER OF INTENT FOR REZONING APPLICATION OF CROW INDUSTRIAL, LLC

Mahaffey Pickens Tucker, LLP submits the attached rezoning application (the “Application”) on behalf of CHI/ Acquisitions LP (the “Applicant”), relating to a proposed development on an approximately 40.22-acre tract of land (the “Property”) located along Stanley Road near its intersection with Pipeline Road along the Winder Highway and State Road 316 corridor. The Property is currently zoned PMUD and is undeveloped. The Applicant proposes to rezone the Property to the M-1 zoning classification to develop the Property for warehouse/distribution use. The proposed development would include two industrial buildings with a combined approximately 473,200 square feet as depicted on the site plan (the “Site Plan”) submitted with the Application.

The subject Property is in close proximity to the Winder Highway (State Route 8/US 29) and State Route 316 intersection as well as commercial and manufacturing zoning districts located along the Winder Highway corridor. Nearby and adjacent land is zoned RA200, R/W, C-2, M-1, and PMUD. Further, the Property is located directly across Stanley Road from a proposed office/warehouse industrial project recently re-zoned from PMUD to M-1. Accordingly, the proposed development is compatible with those existing land uses and zoning classifications of surrounding parcels.

The proposed development is also compatible with the policy and intent of the City of Dacula 2030 Comprehensive Plan and the 2019 Update to the 2030 Comprehensive Plan (together, “Comp Plan”) which designates the Property as within the Regional Mixed-Use Character Area. Land use policies for this area encourage large scale “warehousing/distribution” uses, especially along major transportation corridors. Specifically, the Regional Mixed-Use area provides “opportunities for large scale retail, residential, and employment uses close to State Route 316, Winder Highway (State Route 8/US 29), Sugarloaf Parkway, and the CSX Railroad.”

As depicted on the Site Plan, the proposed development would include two office/warehouse/distribution facilities with associated parking and delivery areas. The approximate combined square footage of both buildings is approximately 473,200. The Applicant is proposing to provide fifty-foot-wide building setbacks along Stanley Road as well as twenty-foot-wide building setbacks along the external property lines along the boundary with adjacent property. The proposed development would include two thirty-foot-wide access driveways on Stanley Road. Additionally, the proposed buildings would include concrete tilt-up walls with high-quality

Sugarloaf Office || 1550 North Brown Road, Suite 125, Lawrenceville, Georgia 30043

NorthPoint Office || 11175 Cicero Drive, Suite 100, Alpharetta, Georgia 30022

TELEPHONE 770 232 0000

FACSIMILE 678 518 6880

www.mptlawfirm.com

architectural elements, such as articulated parapets and attractive glass treatments near the main office entrance as depicted in the building renderings/photographs submitted with the Application.

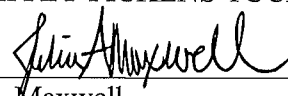
Additionally, the Applicant respectfully requests a variance from the Zoning Resolution of the City of Dacula (the "ZO"). The requested variance is to allow an increased building height for the industrial portion of the site to 50 feet. This proposed increased building height reflects a height at which modern industrial user's requirement of 36 feet of clear height for proper storage of product in the building. To achieve this clear height and provide parapet walls to properly screen rooftop equipment as required, the requested 50 feet building height is essential. Without the approval of this variance, the proposed and intended use of the Property will be unmarketable to prospective industrial users. Further, the grading and topography of the development site will mitigate the proposed height increase. The Stanley Road right-of-way has an elevation of approximately 1035 feet above sea level at the entrance to the site. The current proposed building finished floor elevation is 1021 feet above sea level. Therefore, the building will be sitting approximately 14 feet below the elevation of the roadway. Furthermore, Applicant plans to meet all landscape requirements in the ZO to ensure that any negative aesthetic impacts are mitigated. This proposed building height variance will allow the Applicant to develop the Property in a manner allowing the safe and efficient operation of the property and any negatively perceived impacts of the variance will be mitigated or negated by the elevation of the buildings in relation to the right-of-way and landscaping.

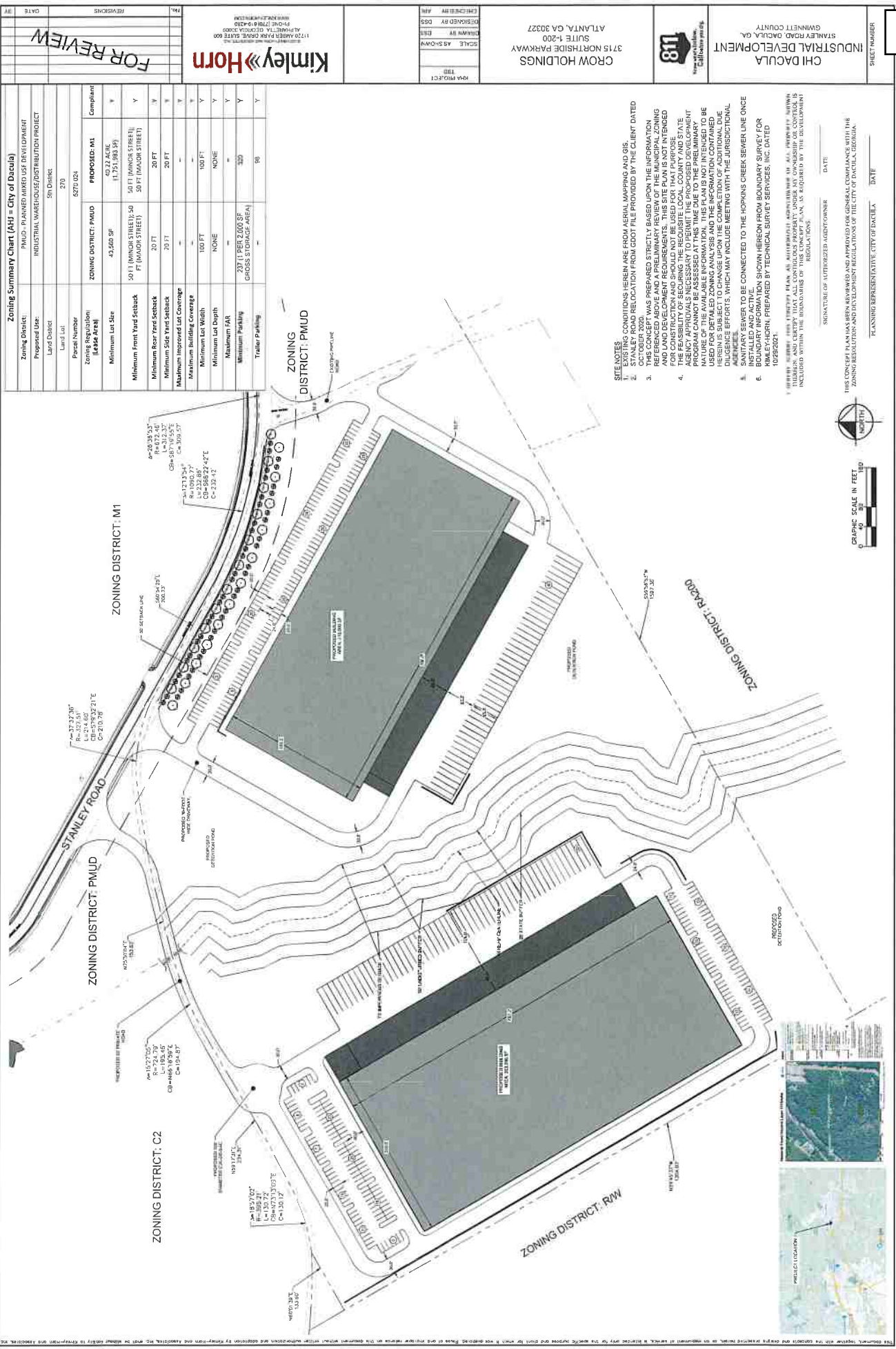
The proposed development is compatible with existing land uses and zoning classifications of the surrounding areas, is in line with the policy and intent of the Comp Plan, and is an appropriate land use due to the Property's proximity to major transportation corridors including Winder Highway and State Route 316. Furthermore, the proposed development represents a major investment in the City of Dacula and a significant economic development project which will support future growth in the area.

The Applicant welcomes the opportunity to meet with staff of the City of Dacula Planning and Zoning to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

This 24th day of January, 2024.

Respectfully Submitted,  
MAHAFFEY PICKENS TUCKER, LLP

  
\_\_\_\_\_  
Julia A. Maxwell  
*Attorneys for the Applicant*



**Kimley-Horn**  
11700 AMERSON PARK DRIVE, SUITE 600  
ATLANTA, GA 30327  
(404) 261-4300  
WWW.KIMLEY-HORN.COM

**CROW HOLDINGS**  
3715 NORTHSIDE PARKWAY  
SUITE 1-200  
ATLANTA, GA 30327



**CHD DACULA**  
INDUSTRIAL DEVELOPMENT  
STANLEY ROAD, DACULA, GA  
GWINNETT COUNTY

SHEET NUMBER

**FOR REVIEW**



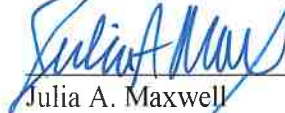
**AMENDMENT TO AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE  
CITY OF DACULA, GEORGIA**

APPLICANT:	CHI/Acquisitions, LP c/o Mahaffey Pickens Tucker, LLP
ZONING CASE NUMBER:	2023-CD-RZ-04
PRESENT ZONING DISTRICT:	PMUD
REQUESTED ZONING DISTRICT:	M-1
PROPERTY:	Stanley Road
SIZE:	+/- 40.22
DISTRICT & L.L.:	5th; 270
PROPOSED DEVELOPMENT:	Industrial warehouse/distribution/office buildings

The Applicant, CHI/Acquisition LP, hereby amends its application to amend the official zoning map of the City of Dacula, Georgia heretofore filed with the Planning Division of Dacula, Georgia by the addition of the attached Exhibit to the original application.

This 18th day of January, 2024.

MAHAFFEY PICKENS TUCKER, LLP



Julia A. Maxwell

*Attorneys for Applicant*



### **JUSTIFICATION FOR REZONING**

The portions of the Zoning Resolution of the City of Dacula, Georgia (the "Zoning Resolution") which classify or may classify the property which is the subject of this Application (the "Property") into any less intensive zoning classification other than as requested by the Applicant, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Resolution as applied to the subject Property, which restricts its use to the present zoning classification, is unconstitutional, illegal, null and void, constituting a taking of the Applicant's and the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

The Property is presently suitable for development under the M-1 classification as requested by the Applicant, and is not economically suitable for development under the present PMUD zoning classification of the City of Dacula. A denial of this Application would constitute an arbitrary and capricious act by the Dacula City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Dacula City Council to rezone the Property to the M-1 classification with such conditions as agreed to by the Applicant, so as to permit the only feasible economic use of the Property, would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property to the M-1 classification, subject to conditions which are different from the conditions by which the Applicant may amend its application, to the extent such different conditions would have the effect of further restricting the

Applicant's and the Owner's utilization of the subject Property, would also constitute an arbitrary, capricious, and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Opponents to the request set forth in the Application, or in any amendments to the Application, have waived their rights to appeal any decision of the Dacula City Council because they lack standing, have failed to exhaust administrative remedies, and/or because they failed to assert any legal or constitutional objections.

Accordingly, the Applicant respectfully requests that the rezoning Application submitted by the Applicant relative to the Property be granted and that the Property be rezoned to the zoning classification as shown on the respective application.

This 18th day of January, 2024

Respectfully Submitted,

MAHAFFEY PICKENS TUCKER, LLP

  
Julia A. Maxwell  
*Attorneys for Applicant*

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



### LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 270 of the 5th District, City of Dacula, Gwinnett County, Georgia and being more particularly described as follows:

BEGINNING at a rock found at the Land Lot corner common to Land Lots 242, 243, 270 and 271; thence running along the Land Lot line common to Land Lots 270 and 271 North 60° 01' 39" East a distance of 133.60 feet to a point at the centerline of Stanley Road (Apparent 30' prescriptive easement); thence running along the centerline the following courses: along a curve to the left an arc length of 130.72 feet, (said curve having a radius of 395.21 feet, with a chord bearing of North 73° 13' 09" East, and a chord length of 130.12 feet) to a point; thence North 61° 58' 50" East a distance of 112.00 feet to a point; thence North 59° 17' 31" East a distance of 234.31 feet to a point; thence running along a curve to the right an arc length of 195.46 feet, (said curve having a radius of 724.79 feet, with a chord bearing of North 66° 18' 59" East, and a chord length of 194.87 feet) to a point; thence North 75° 30' 04" East a distance of 140.39 feet to a point; thence North 78° 02' 56" East a distance of 55.42 feet to a point; thence leaving said centerline and running along a curve to the left an arc length of 85.60 feet, (said curve having a radius of 99.59 feet, with a chord bearing of North 52° 50' 35" East, and a chord length of 82.99 feet) to a point; thence North 29° 05' 35" East a distance of 64.91 feet to a point; thence South 60° 54' 27" East a distance of 476.18 feet to a point; thence running along a curve to the left an arc length of 436.91 feet, (said curve having a radius of 820.74 feet, with a chord bearing of South 75° 22' 35" East, and a chord length of 431.77 feet) to a point; thence South 22° 14' 07" East a distance of 431.27 feet to a point; thence South 59° 42' 11" West a distance of 27.50 feet to a point; thence South 59° 56' 53" West a distance of 1597.36 feet to a 2 inch rod found at a rock on the Land Lot line common to Land Lots 243 and 270; thence running along said Land Lot line North 29° 45' 37" West a distance of 1204.03 feet to the TRUE POINT OF BEGINNING. Said tract contains 38.925 Acres (1,695,591 Square Feet).



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 (All which aggregate to \$250.00+)	Contribution Date (within last 2 years)

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 (Valued aggregate \$250.00+)	Date Gift was Given (within last 2 years)

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



## 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 11/6/23 APPLICANT CHI/ Acquisitions LP c/o Mahaffey Pickens Tucker, LLP

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

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

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

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

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

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



### **IMPACT ANALYSIS STATEMENT**

- A. The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property. The surrounding area is characterized by a mix of commercial and industrial land uses and zoning classifications.
- B. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property. Rather, the proposed development will complement nearby property by providing attractive buildings and employment options.
- C. The Applicant submits that due to its size, location, layout, and physical characteristics, the property to be affected by the proposed rezoning does not have a reasonable economic use as currently zoned.
- D. The proposed use will not result in a use that will cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The Property is located along and in close proximity to major transportation corridors with access to utilities. The proposed development will not generate any increased burden on the school system.
- E. The proposed rezoning is in conformity with the policy and intent of the 2019 update to the 2030 Comprehensive Land Use Plan. The subject property is located within the Regional Mixed-Use Character Area which specifically encourages offices, warehouses, and distribution facilities.
- F. The Property's location in close proximity to major transportation corridors (including the future expansion of Sugarloaf Parkway), the high-quality architectural design of the proposed buildings, and the significant economic development aspects of the proposed development give additional supporting grounds for approval of the proposed rezoning.

**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 Jon Davis Date 10-19-23

Type or Print Name/Title JON DAVIS / VICE PRESIDENT

Notary Public Haley Vaughn Date 11-07-23

**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

11/6/23

Type or Print Name/Title

Shane Lanham, Attorney

Notary Public

Date

11/7/23

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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**

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Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

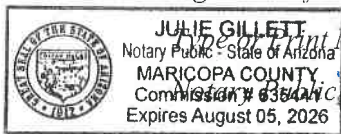
Type or Print Name/Title \_\_\_\_\_

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

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Signature of Property Owner \_\_\_\_\_ Date 11/14/2023



**JULIE GILLET**  
Notary Public - State of Arizona  
MARICOPA COUNTY  
Commission # 63844  
Expires August 05, 2026

Name/Title \_\_\_\_\_  
Todd Woodhead, Vice President of the Manager  
WALTON GEORGIA, LLC, a Georgia limited liability company, on behalf of itself as a "UDI Owner" and on behalf of the "UDI Owners" in its capacity as "Agent" By Walton International Group, Inc. a Nevada corporation, its Manager

Signature \_\_\_\_\_ Date 11/14/2023

**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED \_\_\_\_\_ RECEIVED BY \_\_\_\_\_ FEE \_\_\_\_\_ RECEIPT # \_\_\_\_\_

LAND LOT \_\_\_\_\_ DISTRICT \_\_\_\_\_ PARCEL # \_\_\_\_\_ HEARING DATE \_\_\_\_\_

ACTION TAKEN \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STIPULATIONS \_\_\_\_\_

## CONFLICT OF INTEREST CERTIFICATION

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

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

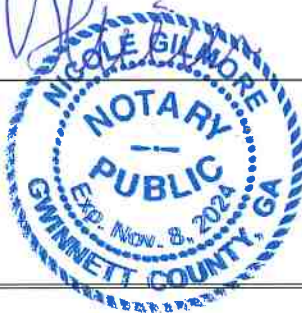
Type or Print Name/Title \_\_\_\_\_

Signature of Applicant's Attorney \_\_\_\_\_ Date 11/6/23

Type or Print Name/Title Shane M. Lanham, Attorney for Applicant

Notary Public \_\_\_\_\_ Date 11/7/23

(Notary Seal)



### Official Use Only

DATE RECEIVED \_\_\_\_\_ ZONING CASE NUMBER \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

## CONFLICT OF INTEREST CERTIFICATION

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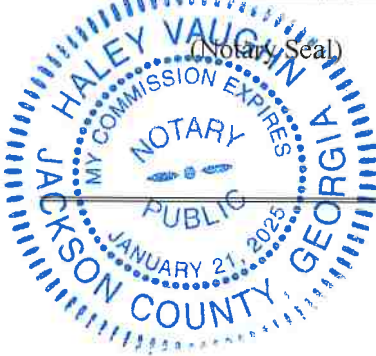
Signature of Applicant Jon Davis Date 10-19-23

Type or Print Name/Title Jon Davis / VICE PRESIDENT

Signature of Applicant's Attorney \_\_\_\_\_ Date \_\_\_\_\_

Type or Print Name/Title \_\_\_\_\_

Notary Public Hailey Vaughn Date 11-07-23



### Official Use Only

DATE RECEIVED \_\_\_\_\_ ZONING CASE NUMBER \_\_\_\_\_

RECEIVED BY \_\_\_\_\_



**ADJOINING PROPERTY OWNERS LIST**

<b>Parcel</b>	<b>Name/Address</b>
5270 002	WILBURN LUCHEE 7 LUMPKIN STREET LAWRENCEVILLE, GA 30046
5270 002A	ESTRADA ROSARIO 123 PIPELINE RD DACULA, GA 30019
5271 002	LO TSAI JEN 545 OLD PEACHTREE RD NW SUWANEE, GA 30024
5270 025, 5260 029, 5270 001,	WALTON GEORGIA, LLC 880 N. GAINES CENTER DR. STE 345 SCOTTSDALE, AZ 85258
5242 001	QUIK TRIP CORPORATION P.O. BOX 3475 TULSA, OK 74101
5242 023	HJL ENTERPRISES, LLC 131 ROSWELL ST STE B201 ALPHARETTA, GA 30009

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: November 10, 2023

TO: Luchee Wilburn

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

FROM: Crow Industrial, LLC c/o Mahaffey Pickens Tucker, LLP

RE: Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 270 Parcel 5270 024

LOCATION/ADDRESS: Stanley Road

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified that an application a zoning change from PMUD  
to M-1 (Light Manufacturing) 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 \_\_\_\_\_ at 6:00 P. M. in the Council  
Chambers. (date)

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

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: November 10, 2023

TO: Rosario Estrada

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

FROM: Crow Industrial, LLC c/o Mahaffey Pickens Tucker, LLP

RE: Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 270 Parcel 5270 024

LOCATION/ADDRESS: Stanley Road

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(date)

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: November 10, 2023

TO: Jen Tsai Lo

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

FROM: Crow Industrial, LLC c/o Mahaffey Pickens Tucker, LLP

RE: Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 270 Parcel 5270 024

LOCATION/ADDRESS: Stanley Road

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(date)

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: November 10, 2023

TO: Walton Georgia, LLC

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

FROM: Crow Industrial, LLC c/o Mahaffey Pickens Tucker, LLP

RE: Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 270 Parcel 5270 024

LOCATION/ADDRESS: Stanley Road

\_\_\_\_\_

---

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

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: November 10, 2023

TO: Quik Trip Corporation

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

FROM: Crow Industrial, LLC c/o Mahaffey Pickens Tucker, LLP

RE: Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 270 Parcel 5270 024

LOCATION/ADDRESS: Stanley Road

You are hereby notified that an application a zoning change from PMUD  
to M-1 (Light Manufacturing) has been submitted to the City of Dacula.

The proposed rezoning is contiguous to your property.

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442 Harbins Rd., Dacula, Georgia on \_\_\_\_\_ at 6:00 P. M. in the Council  
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(date)

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

Thank you.



ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: November 10, 2023

TO: HJL Enterprises, LLC

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

FROM: Crow Industrial, LLC c/o Mahaffey Pickens Tucker, LLP

RE: Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Application Case #: \_\_\_\_\_

Property Location: 5th District, Land Lot 270 Parcel 5270 024

LOCATION/ADDRESS: Stanley Road

You are hereby notified that an application a zoning change from PMUD  
to M-1 (Light Manufacturing) 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 \_\_\_\_\_ at 6:00 P. M. in the Council  
Chambers. (date)

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

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

Thank you.

## **Economic and Community Infrastructure Facilities Impact Worksheet**



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

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

Reviewed By: \_\_\_\_\_

## Proposed Project Information

Name of Proposed Project: Stanley Road Industrial  
 Developer/Applicant: CHI/ Acquisitions, LP  
 Telephone: 770-232-0000  
 Fax: 678-518-6880  
 Email(s): [slanham@mptlawfirm.com](mailto:slanham@mptlawfirm.com)

## Economic Impacts

Estimated Value at Build-Out:  
\$175 million

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

The project will increase population and employment in the area. The Applicant anticipates improving Stanley Road from its current substandard condition. Additional infrastructure improvements would be identified pursuant to DRI review by GRTA and the Atlanta Regional Commission.

How many short-term and /or long-term jobs will the development generate?  
Short-term jobs estimated at 550. Long-term jobs estimated at 320.

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

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

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

## Community Facilities & Infrastructure Impacts

### Water Supply

Name of water supply provider for this site:  
The water supply for this site is provided by Gwinnett County Department of Water Resources.

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

The estimated project water supply demand is 14,196 GPD (based on 30 gallons per 1,000 square feet).

Is sufficient water supply capacity available to serve the proposed project?

Yes.

If no, are there any current plans to expand existing water supply capacity?

NA

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

NA

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

Up to 3,100 linear feet.

### **Wastewater Disposal**

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

The estimated sewage flow for the project is 9,464 GPD (based on 20 gallons per 1,000 square feet).

Name of wastewater treatment provider for this site:

Wastewater treatment is provided by Gwinnett County Department of Water Resources.

Is sufficient wastewater treatment capacity available to serve this proposed project?

Yes

If no, are there any current plans to expand existing wastewater treatment capacity?

NA

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

NA

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

NA

### **Land Transportation**

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

Traffic impact analysis and trip generation data to be provided during DRI review if required.

List any traffic and/or road improvements being made and how they would affect the subject area.

To be determined based on DRI review, if required.

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## **Solid Waste Disposal**

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

Approximately 1,200 tons per year

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Is sufficient landfill capacity available to serve this proposed project?

Yes

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If no, are there any current plans to expand existing landfill capacity?

NA

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

NA

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

No.

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## **Stormwater Management**

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

Up to 60 percent of the site is projected to be impervious surface once constructed.

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Is the site located in a water supply watershed?

No

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

NA

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Describe any measures proposed (such as buffers, detention or retention ponds, and/or pervious parking areas) to mitigate the project's impacts on stormwater management:

Stormwater BMPs will be implemented in accordance with the Gwinnett County Stormwater Management manual as required.

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## **Environmental Quality**

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

1. Water supply watersheds?

No

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2. Significant groundwater recharge areas?

No

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3. Wetlands?

No.

4. Protected river corridors?

No

5. Floodplains?

No.

6. Historic resources?

No

7. Other environmentally sensitive resources?

No

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

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

### Other Facilities

What intergovernmental impacts would the proposed development generate for:

Schools?

No impacts anticipated.

Libraries?

No impacts anticipated.

Fire, Police, or EMS

No impacts anticipated.

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

No impacts anticipated.

### Additional Comments:

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ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

Item 11.

DATE: January 10, 2024

TO: CITY OF DACULA DEPT. OF PLANNING & DEVELOPMENT  
BRITTNI NIX  
442 HARBINS ROAD SE  
DACULA, GA 30019

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

FROM: Shane M. Lanham  
Mahaffey Pickens Tucker, LLP  
1500 N. Brown Road, Suite 125  
Lawrenceville, Georgia 30043

RE: Rezoning for Application Case No. 2023-CD-RZ-04  
Property Location: 5th District, Land Lot 270  
Parcel No: 5270 024  
Acreage: +/- 40.22

LOCATION ADDRESS: Stanley Road (Near the intersection of Stanley and Pipeline Road)

---

You are hereby notified that an application for a zoning change from: PMUD  
to M-1 (Light Manufacturing) 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 **Monday, January 29, 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 **Thursday, February 1, 2024 at 7:00 P.M.** in the Council Chambers.

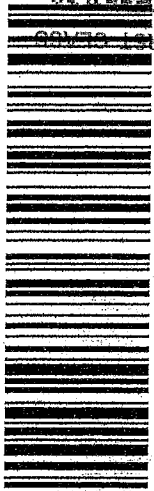
If you have any comments or concerns concerning this matter, please plan to attend the public hearings.

Thank you.



1550 North Brown Road, Suite 125  
Lawrenceville, Georgia 30043

CERTIFIED MAIL



9589 0710 5270 1461 5158

US POSTAGE PAID PITNEY BOWES

ZIP 30043 \$ 008.530  
02 7H  
0006073151 JAN 10 2024

City of Dacula Department of Planning & Development  
Attn: Brittni Nix  
442 Harbins Road SE  
Dacula, GA 30019

RECEIVED  
JAN 12 2024  
BY: *RC*

3001932346 R003



1/12

# Memorandum

**To:** City of Dacula Mayor and City Council

**From:** Hayes Taylor, City Planner

**Date:** February 1, 2024 (*Amended*)

**Subject:** Variance Case: 2023-CD-VAR-05

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

**Applicant:** SW West Dacula LLC c/o LJA Engineering  
4525 S. Lee Street  
Buford, Georgia 30518  
470-202-9321

**Owner:** Hyun Park  
2748 Bonar Hall Path  
Duluth, Georgia 30518  
470-202-9321

**Location:** 5th District, Land Lot 308, Parcel 092, 093 & 094A

## Existing Land Use and Zoning:

The 1.86 (+/-) acre subject property includes 2474, 2484, and 2524 Winder Highway and is zoned C-2 (General Business District). The site is currently vacant and abuts commercial properties to the east and west along Winder Highway. Residential properties are located adjacent to the south and across Church Street.

## Variance Request and Summary:

The proposed concept plan shows a 10,640 sq. ft Dollar General retail store. The proposed structure will consist principally of natural colored brick with varying architectural accents, an externally lit sign, step-down parapets along the roofline, and windows and awnings on the front elevation. The concept plan shows two access points (Winder Hwy and Church St) with the required number of parking spaces. Application materials indicate that all delivery trucks will access the site from Winder Hwy and only personal vehicles will be permitted to utilize the Church St entrance. Staff notes the 30-foot utility easement required by Georgia Department of Transportation limits the developable area of the site.

The proposed commercial development abuts residential property zoned R-1200 Single-Family Residential District and thus requires a 75-foot buffer along the rear property line of parcel 5302A 093 (Article XI, Section 1105). In light of the restricted development area, the applicant requests to encroach on the rear 15-foot setback requirement by ~~5~~ 10-feet, while maintaining the 75-foot residential buffer.

Considering the above, staff supports the request as the proposed development would be within an existing commercial corridor and the variance is not expected to introduce any adverse impacts. As such, the Department recommends that the requested variance be approved with conditions.

### **Recommendation:**

Based upon the variance application, the request to encroach **5 10**-feet into the rear setback requirement for a commercial structure is recommended for approval with the following conditions.

### Concept Plan and Land Use

1. The property shall be developed in accordance with the conceptual site plan prepared by LJA Engineering – submitted on November 17, 2023. Any discrepancies between the subject concept plan and the approved zoning conditions/City Ordinances shall not be interpreted as an administrative variance. Development plans must adhere to the approved zoning conditions for the site and City Ordinances.

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

2. Natural vegetation shall remain on the property until the issuance of a land disturbance permit.

### Architectural Design

3. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance. The facades and elevations shall be built in accordance with Exhibit A. 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.
4. The developer shall provide a decorative, commercial-quality bicycle rack that complements the building design.
5. No outdoor storage shall be permitted.

### Landscape and Parking

6. A retaining wall and guard rail beautification plan is required and shall be submitted to the City for approval. The beautification plan may include but is not limited to landscape improvements, a public-private agreement for public art, a tiered wall design with accents or planters, a vertical garden wall design, and/or natural materials façade, such as brick or stone.
7. A parking lot landscape plan is required and shall be submitted to the City for approval. At a minimum, the landscape plan shall include a monument sign location, bike rack location, and should ensure that each parking island/strip will have a minimum of two (2)

ornamental shade trees. Parking islands/strips may include stormwater management/bioretenction infrastructure and foliage. All parking area trees shall be a minimum of 2-inch dbh caliper.

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

1. Willow Oak
  2. Overcup Oak
  3. Nuttall Oak
  4. Sweetbay Magnolia
  5. Lacebark Elm
  6. Japanese Zelkova
  7. Red Maple
  8. Halesia Carolina
  9. Eastern Redbud
8. Gravel is prohibited. Permeable pavement alternatives must be reviewed and approved by the City prior to development permit issuance.
  9. 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.
  10. The 75-foot residential landscape buffer along the rear property line shall include **a supplementary** landscape strip with a row of Sweetbay Magnolia, East Palatka Holly, American Smoketree or Sassafras trees 15-foot on center **as determined by the Planning and Development department.**
  11. Yards outside of the stormwater maintenance area shall be sodded.
  12. Parking lot and security lighting shall be directed in towards the property to minimize the adverse impact on neighboring properties.
  13. All trash dumpsters shall be screened by an enclosure using the same exterior building material as the adjacent occupied buildings. Pickup shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday. Dumpster enclosures shall remain closed, locked, and in good repair at all times.

#### Transportation and Infrastructure

14. A standard deceleration lane with a 100-foot taper and 40-foot right-of-way from the centerline shall be required, reviewed, and approved by the Georgia Department of Transportation prior to the issuance of a development permit. The developer shall be limited to one curb cut on Winder Hwy. Before the issuance of a development permit, a sight distance certification shall be provided. Minimum separation from a driveway, public road, or side street shall be provided as specified by the Georgia Department of Transportation.
15. At the Church Street entrance, a pedestrian walkway to the store and a 3-foot by 8-foot

pedestrian pad with amenities such as benches, planters, and trash containers will be installed. All such required amenities shall be decorative, commercial-quality fixtures. The placement of any of these amenities shall be reviewed and approved by the City of Dacula.

16. The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure.
17. Fencing around the stormwater pond is required, must be closed, locked, and in good repair at all times. A galvanized chain link is prohibited.
18. A sign prohibiting truck access at the Church Street access point shall be required.

#### Signage and Advertising

19. 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.
20. Human sign spinners and/or twirlers shall be prohibited.
21. 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.
22. The wall sign shall be lit with indirect lighting.
23. Oversized signs or billboards shall not be permitted.
24. Blinking, exposed neon, portable, inflatable, and temporary signage shall be prohibited.

#### Variance

25. **Variance to encroach 10-feet into the rear setback for principal building is approved.**





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

## APPLICATION

### City Council

- ☐ Waivers  
☒ Variance

### Staff Approval Only

- ☐ Modifications

(Please Type or Print using BLACK INK)

APPLICANT *	PROPERTY OWNER *
NAME <u>SW West Dacula LLC c/o LJA Engineering</u>	NAME <u>Hyun Park</u>
ADDRESS <u>4525 S. Lee Street</u>	ADDRESS <u>2748 Bonar Hall Path</u>
CITY <u>Buford</u>	CITY <u>Duluth</u>
STATE <u>GA</u> ZIP <u>30518</u>	STATE <u>GA</u> ZIP <u>30097</u>
PHONE <u>470.202.9321</u> FAX _____	PHONE <u>470.202.9321</u> FAX _____

### APPLICANT IS THE:

- ☒ OWNER'S AGENT  
☐ PROPERTY OWNER

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

CONTACT PERSON Tyler Lasser

COMPANY NAME LJA Engineering

ADDRESS 4525 S. Lee Street, Buford, GA 30518

PHONE 470.202.9321 FAX \_\_\_\_\_

PRESENT ZONING DISTRICT(S) C-2 LAND LOT(S) 302A DISTRICT(S) 5  
ADDRESS OF PROPERTY 2484, 2474, 2524 Winder Hwy ACREAGE 1.86

Describe your request in detail and state justification/hardship: \_\_\_\_\_

Please see attached letter of intent

(Attach additional sheets if necessary)

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

If Yes, please describe: \_\_\_\_\_

(Attach additional sheets if necessary)

### LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

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

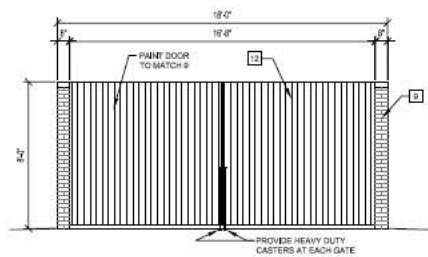
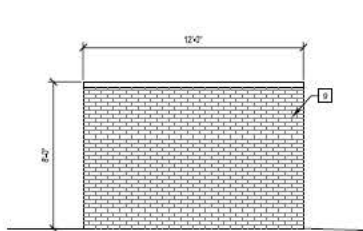
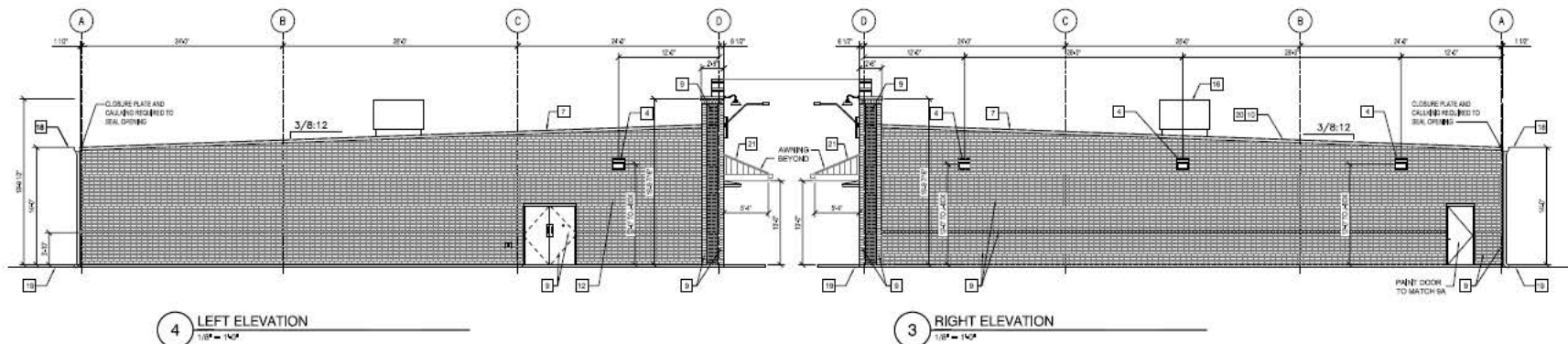
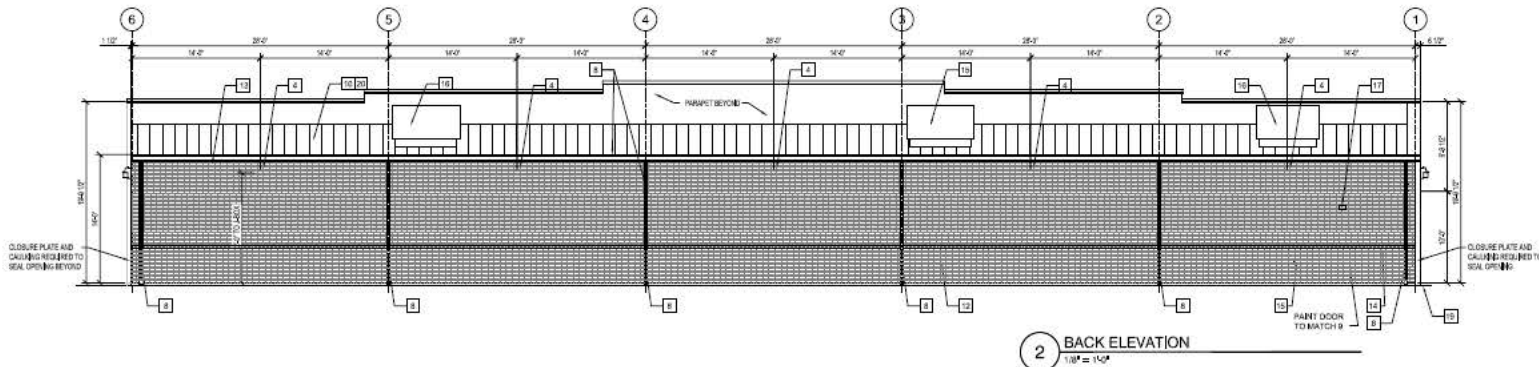
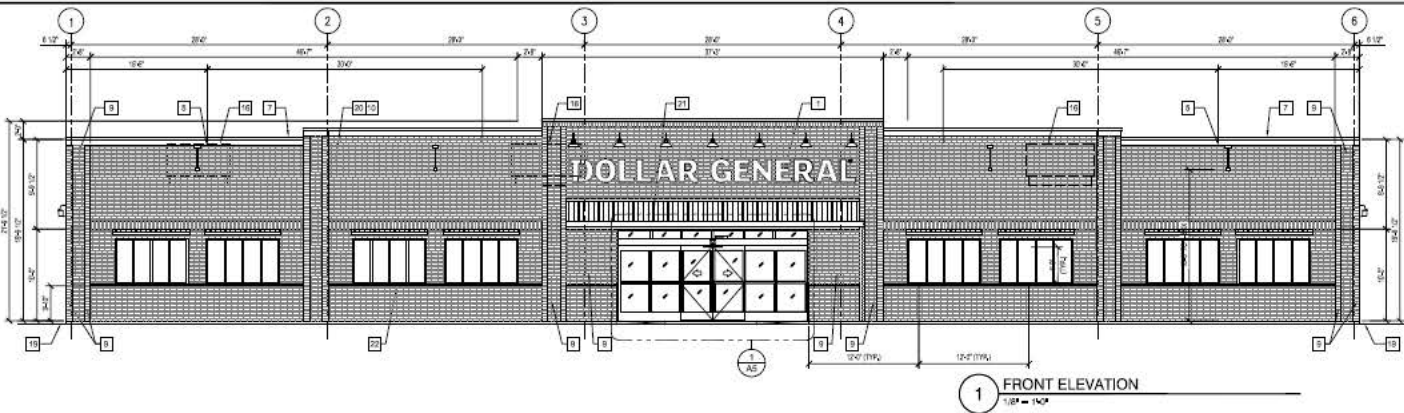
CASE NUMBER: \_\_\_\_\_

Applicant's Letter of Intent  
Variance Request  
Parcels 5302A094A, 5302A093 and 5302A091

The Applicant, SW West Dacula LLC and LJA Engineering, along with Hyun Park, the landowner, request approval for a variance to reduce a rear setback pursuant the development of a 10,640 sq. ft Dollar General retail store. The 1.86-acre site is located on the south side of Hwy 8 near its intersection with McMillan Road. The site abuts other commercial properties along Winder Highway. At the rear of the site, the property lines are shared with an R1200 zoned property with an existing single-family residence, and an approximately 70-foot wide strip of right-of-way. A 75-foot zoning buffer and supplemental 15-foot setback is required adjacent to the portion of the residential parcel.

As illustrated on the site plan, development opportunities are restricted due to site constraints, including the overall shape of the site, as well as the 30-foot wide utility easement along Winder Hwy due to DOT road work, which limits developable area. These are hardships that were not established at fault the of the developer and would restrict development for any permitted use on the site. As proposed, a 75-foot buffer will be provided adjacent to the residential property for sufficient screening and separation. However, the Applicant requests to encroach into the additional 15-foot setback adjacent to the buffer and setback adjacent to the rear property line to allow for the proposed building and parking to sufficiently fit within the site. The proposed layout with the setback encroachment will allow for the most sufficient site access, and for the development to meet all other development standards, including parking and landscaping. It should be noted that only personal vehicles are permitted access via Stanley Road. All trucks, including delivery trucks, will access the site only from Winder Hwy. Other site improvements include underground stormwater detention, a deceleration lane for access via Winder Highway, and a 5-foot-wide sidewalk along Winder Highway for enhanced pedestrian connectivity. The proposed Dollar General building will consist primarily of brick with varying architectural accents, enhanced brick detailing and architectural details on all sides visible from public view. Mechanical units will be screened on all 4 sides with decorative parapets. All building lights will be full-cutoffs (shielded) to direct the light downward and not outward, and the parking lot lights will have "shoe-box" fixtures directing light downward. The store will operate between the hours of 8am and 10pm. Overall, Dollar General will enhance the corridor with high-quality design and will bring additional tax revenue to the City and County. Additionally, the store will offer consistent jobs to residents in the area. Please see attached exhibits for additional details pertaining to the design of the building and site.

The Applicant looks forward to meeting with staff as well as the community to answer all questions or concerns and is excited to be able to bring high-quality development to the City of Dacula. Please see attached site plan and additional materials within the application package for further details.



#### ELEVATION KEYED NOTES

- 1 SIGN FURNISHED AND INSTALLED BY DOLLAR GENERAL CORP. WITH CIRCUIT AS NOTED ON ELECTRICAL PLAN. SIGN TO BE CENTERED ON FRONT OF BUILDING. CONTRACTOR IS TO PROVIDE ADEQUATE BLOCKING AS REQUIRED BY SIGN MANUFACTURER TO SUPPORT SIGN WEIGHT OF UP TO 1,400 LBS. EXTERIOR CANOPY SIGN SHALL BE SUPPORTED BY THE FACE OF CANOPY. CONTRACTOR IS TO PROVIDE ADEQUATE STRUCTURE TO SUPPORT SIGN. COORDINATE THE PROPER SIGNAGE TO BE USED WITH DOLLAR GENERAL.
- 2 NOT USED.
- 3 NOT USED.
- 4 FULL CUT-OFFS WALL PACK 12" A.F.F. TO TOP OF WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 5 FLOOD LIGHT. REFER TO ELEC. DRAWINGS FOR ADDITIONAL INFO.
- 6 NOT USED.
- 7 TRIM - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
- 8 GUTTER AND DOWNSPOUT - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
- 9 QUEEN SIZE BRICK VENEER - GENERAL SHALE, CORTEZ 604023397 OR MARSHTON OR EQUAL WITH IVORY MORTAR
- 10 STANDING SEAM METAL ROOF, GALVALUME FINISH.
- 11 VINYL SHUTTERS COLOR BLACK.
- 12 PRE-FINISHED METAL WALL PANELS FOR THE SIDE AND REAR OF THE BUILDING. PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0".
- 13 VENT FOR BATHROOM EXHAUST. REFER TO M01 FOR ADDITIONAL INFORMATION.
- 14 DOOR BUZZER. REFER TO E01 FOR ADDITIONAL INFORMATION.
- 15 WALL HYDRANT. REFER TO P01 FOR ADDITIONAL INFORMATION.
- 16 HVAC UNITS MOUNTED ON ROOF. REFER TO MECHANICAL SHEET M1 FOR MORE INFORMATION.
- 17 OUTSIDE AIR TEMP. SENSOR MOUNTED OVER RECEIVING DOORS @ 9'-0" A.F.F.
- 18 MINIMUM SILL HEIGHT IS 14'-0" A.F.F.
- 19 FINISHED GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR AT ALL NON PAVED AREAS.
- 20 IN NORTHERN CLIMATES, PROVIDE SNOW GUARDS ON ROOF PER LOCAL CODE.
- 21 METAL CANOPY BY PRE-ENGINEERED METAL BUILDING MANUFACTURER, (ONLY APPLICABLE TO C & D PROTOTYPES)
- 22 1/2" DIAMETER x 8" LONG STAINLESS STEEL EYE BOLTS (CLOSED) WITH 1" DIAMETER OPENINGS, DRILL AND EPOXY INTO BLOCK WALL. 4 BOLTS TO BE LOCATED AS SHOWN EACH SIDE OF ENTRY. TOTAL OF 8 BOLTS.

#### PRE-ENGINEERED METAL BUILDING NOTES

##### METAL BUILDING NOTES:

1. THE PRE-MANUFACTURED METAL BUILDING STRUCTURE, CONCRETE FOUNDATION, AND INTERIOR CONCRETE SLAB SHALL BE DESIGNED, DETAILED, FABRICATED, AND CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CODES, STANDARDS AND REGULATIONS. THE MOST STRINGENT REQUIREMENTS APPLY WHERE INCONSISTENCIES OCCUR BETWEEN THE APPLICABLE STANDARDS. IN THE ABSENCE OF OTHER CRITERIA, LOADINGS SHALL CONFORM TO THE 2008 EDITION OF THE INTERNATIONAL BUILDING CODE.
2. THE SCOPE OF THE PRE-MANUFACTURED METAL BUILDING STRUCTURE SHALL INCLUDE THE DESIGN, ENGINEERING, FABRICATION, DELIVERY, AND ERECTION OF THE COMPLETE STRUCTURAL STEEL, FRAMING AND EXTERIOR SKIN PACKAGE. THE METAL BUILDING MANUFACTURER SHALL BE CERTIFIED BY AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) METAL BUILDING CERTIFICATION PROGRAM.
3. THE FRONT FASCIA SHALL HAVE (3) 12" PURLINS MOUNTED VERTICALLY SO THAT THE 12" FACE IS AGAINST THE BUILDING METAL SIDING. THESE PURLINS SHALL BE CENTERED OVER THE ENTRANCE AND SPACED 96" APART TO PROVIDE ADEQUATE SUPPORT FOR SIGNAGE WHICH MAY WEIGH UP TO 1,400 LBS.

##### ROOF NOTES:

1. METAL ROOF MUST BE A STRUCTURAL STANDING SEAM METAL ROOF WITH MECHANICALLY ROLLED SEAMS. SEAMS TO BE A MINIMUM 1 1/2" HIGH, ALL FASTENERS TO BE CONCEALED.
2. ROOF PANELS TO BE A MINIMUM 24 GAUGE.
3. METAL ROOF SYSTEM TO BE EQUAL TO VP BUILDING SLR II ROOF.
4. CONDENSATE FROM HVAC UNITS TO BE PIPED TO GUTTERS.

PRE-ENGINEERED METAL BUILDING VENDOR	VP BUILDINGS ATTN: DAVID ENGLISH (901) 749-6103	STAR BUILDING SYSTEMS ATTN: JEFF HORN (866) 694-8699	NUCOR BUILDING SYSTEMS ATTN: BOB BARRY (313) 622-4440 (260) 837-7991	SIG BEE STEEL BUILDINGS, INC. ATTN: KEVIN BUSLER (800) 633-0378	CHIEF BUILDINGS ATTN: ERIN SULLIVAN (308) 385-4628 (308) 390-8199
<b>EXTERIOR FINISHES</b> EXTERIOR FINISHES ARE TO MATCH OR BE EQUAL TO VP METAL BUILDING SYSTEMS FINISH SELECTION.	COOL EGYPTIAN WHITE COOL DARK BRONZE COOL COTTON WHITE GALVALUME	LEICESTER MEDIUM BRONZE ANTHRAX BRONZE POLAR WHITE GALVALUME	LEICESTER MEDIUM BRONZE ANTHRAX BRONZE POLAR WHITE GALVALUME	SANDSTONE BURNISHED SATE BRONZE POLAR WHITE GALVALUME	PARCHMENT ANTIQUE BRONZE BRONZE POLAR WHITE GALVALUME
<b>GUTTERS</b>					
<b>DOWNSPOUTS</b>					
<b>SIDE AND REAR METAL WALL PANELS &amp; TRIM, RECEIVING &amp; EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED. REFER TO DOOR SCHEDULE)</b>					
<b>ARCHITECTURAL BLOCK AT BUILDING FACADE SHOULD BE PRE-FINISHED OR PAINTED (2 COATS) ON XPS MASONRY COATING (AZW400 SERIES) TO MATCH THE METAL WALL PANELS</b>					
<b>FLAT METAL SOFFIT AT STOREFRONT VESTIBULE AREA</b>					
<b>BUILDING PARAPET WALL AND CANOPY</b>					
<b>STOREFRONT SYSTEM</b>					
<b>STANDING SEAM METAL ROOF PANELS</b>					
<b>LINER PANELS (INTERIOR SALES AND RECEIVING FLOOR)</b>					

##### NOTE:

1. REFER TO SHEET T-1 FOR ADDITIONAL INFORMATION ON RECOMMENDED NATIONAL ACCOUNT VENDORS.
2. NATIONAL ACCOUNT AND CONTACT INFORMATION SUBJECT TO CHANGE.

Item 13.

**Robert E. Walker, IV**  
Architect

2229 FIRST AVE. SOUTH  
SUITE 110  
BIRMINGHAM, Alabama  
35233  
T-205.254.3212  
F-205.254.3269



**DOLLAR GENERAL BUILDING**  
Prototype 10K+C DGP

DG West Dacula  
2484 Winder Highway  
Gwinnett Co., GA

**CONSTRUCTION DOCUMENTS**

PROJECT NO.: 8095.147  
ISSUED: 01/23/2024

**EXTERIOR ELEVATIONS  
ROOF PLAN**

389

AS



## PRELIMINARY SITE PLAN

COUNTY, STATE - STREET:  
GWINNETT COUNTY, GA - 2484 WINDER HIGHWAY

PROTOTYPE: 10,640 - C	DEVELOPER:	DESIGNER:	DATE:
BLDG/SALES SF: 10,640 GFA 8,513 SALES	COMPANY: SW WEST DACULA, LLC	COMPANY: ROCHESTER & ASSOC.	11/17/2023
ACREAGE: 1.86	NAME: BRIAN SULLIVAN	NAME: ALLEN MARGAVICH, PE	
PARKING SPACES: 54	PHONE #: (404) 475-9000	PHONE #: (770) 718-0600	

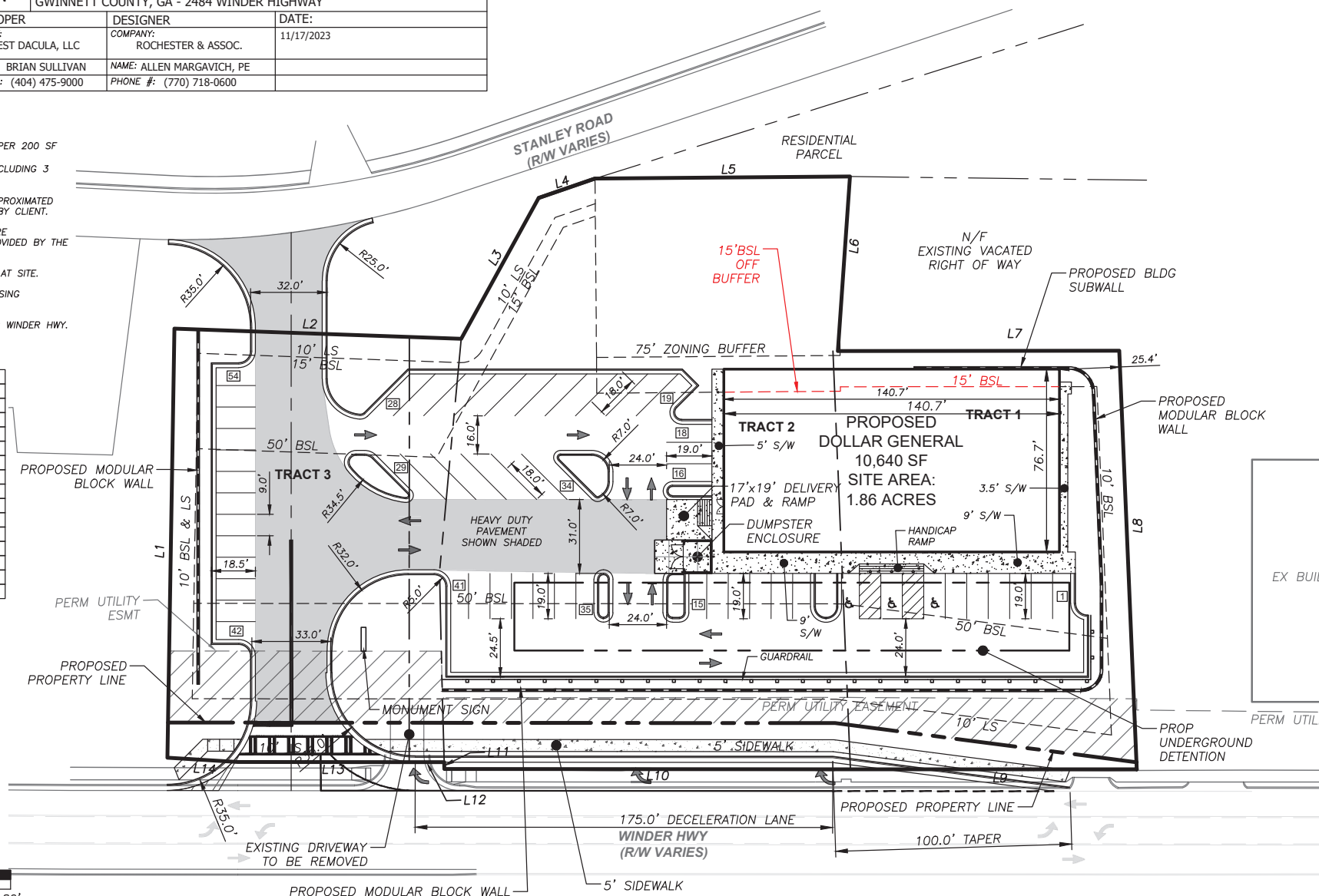
NOTES:

1. ZONING: EXISTING C2
2. PARKING SPACES REQUIRED: (1 PER 200 SF OF GROSS FLOOR AREA) 53.2 (54)  
PARKING SPACES PROVIDED: 54 (INCLUDING 3 HANDICAP SPACES)
3. EXISTING FEATURES SHOWN ARE APPROXIMATED BASED ON INFORMATION PROVIDED BY CLIENT.
4. BEARINGS & DISTANCES SHOWN ARE APPROXIMATED BASED ON INFO PROVIDED BY THE CLIENT.
5. PUBLIC SANITARY SEWER AVAILABLE AT SITE.
6. STORM SEWER WILL BE DETAINED USING UNDERGROUND DETENTION.
7. WATER SERVICE IS AVAILABLE ALONG WINDER HWY.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S12°40'54"E	179.96'
L2	N76°11'35"W	120.28'
L3	S40°32'20"W	67.40'
L4	S82°49'47"W	25.02'
L5	N78°42'02"W	106.81'
L6	N15°43'12"E	60.93'
L7	N77°32'17"W	124.37'
L8	N11°44'15"E	186.27'
L9	S78°14'08"E	120.02'
L10	S78°12'31"E	170.20'
L11	S10°12'23"W	2.91'
L12	S78°11'50"E	14.62'
L13	S78°11'42"E	71.91'
L14	S74°43'00"E	29.48'



SCALE: 1" = 40'



**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.

Kar Cyl Hanpel  
Signature of Applicant

12/5/23  
Date

Kit Hanpel - SW West Paeonia LLC  
Type or Print Name/Title

Sarah Jean Redondo  
Notary Public

Exp 11/19/26



12/5/23  
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 Applicant

\_\_\_\_\_  
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 \_\_\_\_\_

**FOR ADMINISTRATIVE USE ONLY**

ACTION TAKEN \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STIPULATIONS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPLICANT CERTIFICATION

Item 13.

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

11-8-2023  
Date


Hyun Park / Owner  
Type or Print Name/Title

Heather Brooklin  
Notary Public

11-8-23  
Date

## PROPERTY OWNER CERTIFICATION

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Type or Print Name/Title

Heather Brooklin  
Notary Public

11-8-23  
Date

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## FOR ADMINISTRATIVE USE ONLY

ACTION TAKEN \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STIPULATIONS \_\_\_\_\_





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 to the Mayor and/or a member of the City Council.

☐ Yes ☒ No

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

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

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 or Zoning Board of Appeals.

☐ Yes ☒ No

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

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

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

Adjoining Property Owner Information

2464 WINDER HWY

ALCS PROPERTIES LLC  
1133 LAKEBEND DR  
LAWRENCEVILLE GA 30045-9784

2514 WINDER HWY

TRUST OF DACULA FIRST BAP  
PO BOX 151  
DACULA GA 30019-0003

277 CHURCH ST

LE HANDERSON K  
720 PAPER CREEK DR  
LAWRENCEVILLE GA 30046-5331

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: 12.8.23

TO: ALCS PROPERTIES LLC  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: SW West Dacula LLC c/o LJA Engineering

RE: Proposed Variance Case # \_\_\_\_\_

Property Location: 5th District, Land Lot 302A Parcel 094A, 903, 092

LOCATION/ADDRESS 2484, 2474, 2524 Winder Hwy

\_\_\_\_\_

---

You are hereby notified that an application for variance \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_ has been submitted to the City of  
Dacula.

The proposed variance is contiguous to your property.

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd., Dacula,  
Georgia on \_\_\_\_\_ at \_\_\_\_\_ in the Council Chambers.  
(date)

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: 12.8.23

TO: TRUST OF DACULA FIRST BAP  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: SW West Dacula LLC c/o LJA Engineering

RE: Proposed Variance Case # \_\_\_\_\_

Property Location: 5th District, Land Lot 302A Parcel 094A, 903, 092

LOCATION/ADDRESS 2484, 2474, 2524 Winder Hwy

\_\_\_\_\_

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(date)

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

Thank you.

ADJOINING PROPERTY OWNER(S)  
RECORD NOTIFICATION

DATE: 12.8.23

TO: LE HANDERSON K  
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: SW West Dacula LLC c/o LJA Engineering

RE: Proposed Variance Case # \_\_\_\_\_

Property Location: 5th District, Land Lot 302A Parcel 094A, 903, 092

LOCATION/ADDRESS 2484, 2474, 2524 Winder Hwy

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified that an application for variance \_\_\_\_\_  
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The proposed variance is contiguous to your property.

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(date)

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

Thank you.

## TRACT 1 LEGAL DESCRIPTION

All that tract or parcel of land lying and being Land Lot 302 of the 5th District of Gwinnett County, Georgia, plat recorded in Plat in Book 157, Page 270 Gwinnett County Georgia records, being shown as 0.484 acres on that certain Survey for Hyun Wu Park dated December 6, 2022, by SCI Development Services, John A. Steerman, Georgia Registered Land Surveyor No. 2576 and being the same property conveyed by deed recorded in Deed Book 49780, Page 658, aforesaid records and being more particularly described as follows:

BEGINNING at a  $\frac{3}{4}$ " open top pipe found on the southern right-of-way line of Winder Highway (aka U.S. Hwy no. 29, Ga. Hwy no. 8), said point being 150.56 feet southeasterly from the right-of-way line of from McMillan Street; thence continuing along said right-of-way line and running S78°16'56"E a distance of 120.00 feet to a capped rebar set; thence leaving said right-of-way line and running S09°22'25"W a distance of 175.66 feet to a capped rebar set; running thence N78°16'56"W a distance of 120.00 feet to a capped rebar set; running thence N09°22'25"E a distance of 175.66 feet to a  $\frac{3}{4}$ " open top pipe and the POINT OF BEGINNING.

Said tract contains 0.48 acres or 20,061 square feet.



## TRACT 2 LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 302 of the 5<sup>th</sup> District of Gwinnett County, Georgia ,and being more particularly described as follows:

BEGINNING at a point on the right of way of State Route 8 aka Winder Highway; thence along said right of way South 78°12'31" East, a distance of 170.20 feet to a point; thence leaving said right of way South 10°12'23" West, a distance of 2.91 feet to a point; thence South 10°16'16" West, a distance of 38.73 feet to a point; thence South 10°32'07" West, a distance of 41.65 feet to a point; thence South 17°04'41" West, a distance of 97.59 feet to a point on the right of way of Stanley Road; thence along said right of way South 40°32'20" West, a distance of 67.40 feet to a point; thence South 82°49'47" West, a distance of 25.02 feet to a point; thence leaving said right of way North 78°42'02" West, a distance of 106.81 feet to a point; thence North 15°43'12" East, a distance of 60.93 feet to a point; thence North 77°32'17" West, a distance of 4.33 feet to a point; thence North 11°43'53" East, a distance of 187.73 feet to a point on the right of way of Winder Highway, being the POINT OF BEGINNING.

Said tract contains 0.92 acres or 40094.85 square feet.

## TRACT 3 LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 302 of the 5<sup>th</sup> District of Gwinnett County, Georgia ,and being more particularly described as follows:

BEGINNING at a point on the right of way of State Route 8 aka Winder Highway; thence along said right of way South 78°11'42" East, a distance of 71.91 feet to a point; thence South 74°43'00" East, a distance of 29.48 feet to a point; thence leaving said right of way South 12°40'54" West, a distance of 179.96 feet to a point on the right of way of Stanley Road; thence along said right of way North 76°11'35" West, a distance of 98.52 feet to a point; thence leaving said right of way North 11°46'05" East, a distance of 178.29 feet to a point on the right of way of Winder Highway, being the POINT OF BEGINNING.

Said tract contains 0.41 acres or 17961.10 square feet.





Item 13.



### **NOTICE OF LEGAL AND CONSTITUTIONAL OBJECTIONS**

As agent for the owner of the property, SW West Dacula, LLC (the “Applicant”) on behalf of itself and the owners of the tracts of land at issue in this Variance Application, respectfully submit that the current zoning classification of and rules relative to the Subject Property owner’s right to use the Property established in the City of Dacula Code of Ordinances, to the extent they prohibit this use, are unconstitutional and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to grant the requested variance would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The Applicant respectfully submits that the Zoning Board of Appeals’ failure to approve the requested variance would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property’s owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to grant the variance in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to grant the variance in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

Opponents to this request lack standing, have failed to exhaust administrative remedies, and have waived their rights to appeal by failing to assert legal and constitutional objections.

## **Economic and Community Infrastructure Facilities Impact Worksheet**



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

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

Reviewed By: \_\_\_\_\_



## Proposed Project Information

Name of Proposed Project: Dollar General - 2848 Winder Hwy  
 Developer/Applicant: SW West Dacula LLC c/o LJA Engineering  
 Telephone: 470.202.9321  
 Fax: \_\_\_\_\_  
 Email(s): tlasser@LJA.com

## Economic Impacts

### Estimated Value at Build-Out:

It is estimated to be approximately \$2,500,000.

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

Yes, the development will provide short term construction jobs, as well as long term positions

Due to the size of the development, no major infrastructure improvements will be necessary beyond the genreal design standards.

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

The development will bring at least 20 short term jobs and 8-10 long term jobs to opperate the store.

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

The dollar amount of tax revenue for the business after completion is unknown at this time. However, DG anticipates the business in this location to be successful, thus generating significant sales tax

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

Yes, Dacula and the surrounding area are highly populated and continues to grow. There is an increasing demand for full and part time positions like the ones DG offers.

## Community Facilities & Infrastructure Impacts

### Water Supply

Name of water supply provider for this site:

Water will be provided through the City of Buford

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

200 - 300 GPD

Is sufficient water supply capacity available to serve the proposed project?

Yes, it has been confirmed that there is sufficient water capacity for the development.

If no, are there any current plans to expand existing water supply capacity?

N/A - expansion is not needed at this time for the proposed development.

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

N/A - expansion is not needed at this time for the proposed development.

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

N/A - expansion is not needed at this time for the proposed development.

## Wastewater Disposal

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

600 GPD

Name of wastewater treatment provider for this site:

Gwinnett County sewer is available on site

Is sufficient wastewater treatment capacity available to serve this proposed project?

Yes, it has been confirmed that there is sufficient sewer capacity for the development.

If no, are there any current plans to expand existing wastewater treatment capacity?

N/A - expansion is not needed at this time for the proposed development.

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

N/A - expansion is not needed at this time for the proposed development.

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

N/A - expansion is not needed at this time for the proposed development.

## Land Transportation

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

36 vehicles (AM), and 71 vehicles (PM)

List any traffic and/or road improvements being made and how they would affect the subject area.

Access from Stanley Road and Winder Hwy. Improvements such as deceleration lane will be provided along Winder Hwy. Truck access will be provided from Winder Hwy.

## Solid Waste Disposal

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

The amount is unknown at this time. However, retail uses of this scale tend to produce very little compared to other permitted commercial uses such as restaurants or convenience stores.

Is sufficient landfill capacity available to serve this proposed project?

Yes, landfill capacity has been confirmed.

If no, are there any current plans to expand existing landfill capacity?

N/A - expansion is not needed at this time for the proposed development.

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

N/A - expansion is not needed at this time for the proposed development.

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

No hazardous waster will be generated by this development.

## Stormwater Management

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

Approximately 56 percent of the site is impervious.

Is the site located in a water supply watershed?

The site is not in a water supply watershed

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

The site is not in a water supply watershed

Describe any measures proposed (such as buffers, detention or retention ponds, and/or pervious parking areas) to mitigate the project's impacts on stormwater management:

Required zoning buffers will be provided, and underground detention will be provided for SW Management

## Environmental Quality

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

1. Water supply watersheds?

No

2. Significant groundwater recharge areas?

No

3. Wetlands?

No

4. Protected river corridors?

No

5. Floodplains?

No

6. Historic resources?

No

7. Other environmentally sensitive resources?

No

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

N/A - None are likely to be impacted by the proposed development.

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## Other Facilities

What intergovernmental impacts would the proposed development generate for:

### Schools?

The proposed development will not impact schools.

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### Libraries?

The proposed development will not impact libraries.

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### Fire, Police, or EMS

The proposed development will not impact the current state of emergency services.  
However, the site will have sufficient access for all emergency vehicles.

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

The proposed development will not impact the above resource directly, but will provide employment opportunities.

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## Additional Comments:

Site is currently zoned commercial, which permits the use as a Dollar General retail store.

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7018 1830 0001 8593 5003

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Lawrenceville, GA 30045

Certified Mail Fee \$4.35

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

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

0683  
14Postmark  
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01/05/2024

Sent To ALC'S Properties LLC

Street and Apt. No., or PO Box No. 1133 Lakeland Drive

City, State, ZIP+4® Lawrenceville, GA 30045-9784

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Item 13.

7018 1830 0001 8593 4969

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Dacula, GA 30019

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☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

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14Postmark  
Here

01/05/2024

Sent To Trust of Dacula First Bap

Street and Apt. No., or PO Box No. 2514 Winder Hwy

City, State, ZIP+4® Dacula, GA 30019

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7018 1830 0001 8593 4938

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

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☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

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14Postmark  
Here

01/05/2024

Sent To L Henderson K

Street and Apt. No., or PO Box No. 277 Church Street

City, State, ZIP+4® Dacula, GA 30019

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7018 1830 0001 8593 4976

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

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Dacula, GA 30019

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Postage \$0.66

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01/05/2024

Sent To ALC'S Properties LLC

Street and Apt. No., or PO Box No. 2464 Winder Hwy

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01/05/2024

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City, State, ZIP+4® Dacula, GA 30019-0003

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7018 1830 0001 8593 4983

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Lawrenceville, GA 30046

Certified Mail Fee \$4.35

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

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$5.01

0683  
14Postmark  
Here

01/05/2024

Sent To Le Henderson K

Street and Apt. No., or PO Box No. 720 Paper Creek Dr

City, State, ZIP+4® Lawrenceville, GA 30046-5331

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions