



## **DAWSON COUNTY GOVERNMENT**

### **REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR 53 OVERLAY DISTRICT AND 400 CORRIDOR DISTRICT UPDATE**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**OCTOBER 1, 2019, AT 10:30AM, EST**

**DAWSON COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PURCHASING MANAGER  
25 JUSTICE WAY, SUITE 2223  
DAWSONVILLE, GA 30534**

**RFP #354-19**

---

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

---

ISSUE DATE: AUGUST 29, 2019

**DAWSON COUNTY BOARD OF COMMISSIONERS**

**TABLE OF CONTENTS**

**SOLICITATION DOCUMENTS**

**Invitation.....3**

**General Overview.....4**

**General Conditions.....9**

**Scope of Work .....11**

**Qualifications/Response Format Outline.....19**

**General Terms.....26**

**Vendor’s Checklist Form.....50**

**Vendor’s Price Proposal Form.....52**

**Vendor’s Reference Form.....53**

**Execution of Proposal Form.....54**

**Drug Free Workplace Form.....55**

**Certificate and Statement of Non-Collusion Form.....57**

**Georgia Security and Immigration Compliance Act Affidavit.....59**

**Sample Contract.....69**

**Development and Design 400 Corridor Guidelines.....91**

**Draft 53 Corridor Overlay.....198**

**DAWSON COUNTY, GEORGIA**  
**Purchasing Department**  
**25 Justice Way, Suite 2223**  
**Dawsonville, Georgia 30534**  
**Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org**

**CONSULTING SERVICES FOR 53 CORRIDOR OVERLAY  
AND 400 CORRIDOR DISTRICT UPDATE  
INVITATION**

This is an invitation to submit a proposal to Dawson County from qualified planning and urban design firms to develop an overlay district and update design guidelines, indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., October 1, 2019. The anticipated award date is November 21, 2019.

There will not be a pre-proposal meeting for this RFP. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org) no later than September 12, 2019, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than September 16, 2019, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,  
Melissa Hawk  
Purchasing Manager

## DAWSON COUNTY, GEORGIA

### REQUEST FOR PROPOSALS FOR CONSULTING SERVICES 53 OVERLAY DISTRICT AND 400 CORRIDOR DISTRICT UPDATE

#### SECTION I – GENERAL OVERVIEW

##### A. INFORMATION TO PROPOSERS

###### 1. BID SUBMISSION

The Proposers shall package and seal its submittal so that they will not be damaged in mailing. Technical and Cost/Fee Proposals are to be packaged and sealed **separately**.

One (1) original and three (3) copies of the technical proposal and one (1) original price proposal must be received by, **OCTOBER 1, 2019, at 10:30am, eastern standard time**. The price proposal must be submitted in a **separate** sealed envelope stating on the outside, “Price Proposal, the proposer’s name, address, the solicitation number and name”. If the price is referenced in the technical proposal, the submission shall be disqualified and will not be evaluated. The proposer’s name, address and the solicitation number **#354-19 Consulting Services 53 Corridor Overlay and 400 Corridor District Update** is to be written on the outside of the complete submittal (price and technical) and must be delivered to:

Dawson County Board of Commissioners  
Attention: Purchasing Manager  
**25 Justice Way, Suite 2223**  
Dawsonville, GA 30534

#### **Hand Delivery**

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit [www.dawsoncounty.org](http://www.dawsoncounty.org). If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., October 1, 2019, at which time all company names of offers received will be publicly read aloud.

#### **GPS Location**

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road

to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

**Submission by US Mail must be sent to the below address:**

Dawson County Board of Commissioners  
Attention: Purchasing Manager  
**25 Justice Way, Suite 2223**  
Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the proposer.

2. CONTACT PERSON

Proposers are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

Proposers may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any proposer violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Proposers are advised to check the website for addenda before submitting their proposals.

**Proposers must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements**

4. **LATE SUBMITTAL AND LATE MODIFICATIONS**

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. **REJECTION OF PROPOSALS/CANCELLATION**

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

6. **MINIMUM RFP ACCEPTANCE PERIOD**

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. **NON-COLLUSION AFFIDAVIT**

By submitting a response to this RFP, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

By submitting a proposal, the proposer represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. **COST INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the proposer(s).

9. **RFP OPENING**

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's

website [www.dawsoncounty.org](http://www.dawsoncounty.org), after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Proposer name and date of award.

10. OPEN RECORDS

Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Dawson County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the proposal, that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection.

11. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/proposer from applicable sales taxes that may be required of them in relations to this project. Selected proposer will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

12. PROPOSER INFORMATION

All submissions shall include a completed proposer information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the proposer from submitting a proposal.

13. INSURANCE

Selected proposer will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

The insurance certificate **must name** Dawson County Government as an **additional insured** for the contracted project.

14. BONDS

**If required**, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

15. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all proposals certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in Sections 1 and 2 below apply:

1. During the performance of this contract, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.



2. The Consultant will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

Proposers may request this Request for Proposal in another language by contacting Purchasing Manager Melissa Hawk at p) 706-344-3501, f) 706-531-2728 or via email at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org). All bid submissions must be returned in English.

16. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Proposers submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the Consultant will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the proposer is attesting to the following:
  - a. The affiant has registered with and is authorized to use the federal work authorization program;
  - b. The user identification number and date of authorization for the affiant;
  - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
  - d. Any employee, or Sub-contractors, of such Consultant or Sub-contractor shall also be required to satisfy the requirements set forth in this paragraph; and
  - e. Upon contracting with a new Sub-contractor, an Consultant or Sub-contractor shall notify Dawson County and shall deliver a completed Sub-contractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the Sub-contractor before the new Sub-contractor begins any work.
- C. Failure to provide the completed and notarized affidavit with the Consultant's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

## **SECTION II – GENERAL CONDITIONS**

A. **PURPOSE**

Technological advancements have changed the way we live our daily lives and how we spend our time. The County wishes to ensure the Corridors' long-term economic viability and to continue to create livable spaces. The areas' plan will assist in setting an ambitious

Corridor program for economic development, brand awareness, recreation and wellness, and placemaking. It is the County's desire to update the current Development and Design Guidelines of the Georgia 400 Corridor document.

The County wishes for the 53 Corridor Overlay to foster visual unity and elevate design quality as residents and visitors drive along Highway 53. The document should highlight three different nodes and tailor site planning, architecture, signage and lighting standards. It is the County's desire to create a guideline document for the State Route 53 Corridor that will provide the framework to encourage, maintain and showcase the character of this district.

**B. CONTRACT PERIOD**

The term of a contract awarded as a result of this RFP shall be from award until final acceptance of project by the County. The project is anticipated to be awarded on November 21, 2019. The total project timeframe will be one (1) year and six (6) months.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice. Dawson County does not guarantee a minimum/maximum value for this contract.

**C. BACKGROUND**

The Board of Commissioners adopted the Development and Design Guidelines of the Georgia 400 Corridor in December, 2000. This document was developed by Jerry Weitz, PHD and can be found on page 91 of this RFP. The majority of commercial development within the county is located along the GA 400 Corridor. The area included extends the entire length of this highway within the Dawson County limits. There have been minor adjustments to this document but, the County sees the need to revamp the current guiding principle.

State Route 53 is increasing with commercial development and has become identified as a corridor targeted for a more intensive study. A Request for Proposal was released in May, 2016 for the creation of a 53 Overlay District document. Preliminary work was completed by B+C Studios. The Dawson County Planning & Development staff along with the Planning Committee, formed by the Board of Commissioners, have begun the development of the document entitled 53 Overlay District, which can be found on page 197 of this RFP. It contains the basic direction in which the County would like to proceed for the standard in this area. The intent of these guidelines is to allow flexibility for the

aesthetics of the corridor and to encourage compatibility with the character of the area without stifling the creativity of designers. The project study area extends northwesterly from the Dawson/Forsyth County line, across GA 400, and ends at Perimeter Road at the City of Dawsonville limits. Total length of the Corridor is approximately 8 miles which crosses commercial, rural, historic, and residential areas.

These two major corridors intersect one another and it is critical that the overlay districts work collaboratively for a common goal. It is the intent that these papers, upon adoption and execution, will allow for the creation of consistent patterns of high-quality, efficient and economically successful development of the County.

#### **D. SCOPE OF WORK**

The Consultant shall assist the County in establishing goals, objectives, implementation strategies, design and development guidelines to implement said vision for both the 53 Overlay District and GA 400 Corridor Update documents.

The Consultant shall share its vision with pertinent County Staff for the development of the Corridors to include illustrated best practices for design standards that establish aesthetic guidelines for the Corridors development.

The Consultant shall identify occasions for suggested enrichment to beautify the Corridors and improve heritage tourism while providing regulatory measures to protect the historic and scenic qualities of both Corridors.

#### **1. 53 OVERLAY DISTRICT**

The Consultant shall perform all work as detailed within the phases as listed below:

##### **I. PHASE 1: EVALUATION OF THE COUNTY'S EXISTING CODES/ DOCUMENTS AND MEETINGS WITH COUNTY STAFF**

The Consultant shall complete the following responsibilities during this phase of the Project:

- a. The Consultant shall conduct an initial meeting with pertinent County Staff to discuss the parameters of the work and ensure the vision is mutual with the County for the 53 Corridor Overlay District.
- b. The Consultant shall make an assessment of the County's existing development regulations and identify all deficiencies and/or contradictory and/or non-compliant language in relation to the 53 Corridor Overlay District.
- c. The Consultant shall review the County's Comprehensive Plan and incorporate language pertinent to the development of the 53 Corridor Overlay District.
- d. The Consultant shall create and deliver an evaluation report of the existing development regulations (zoning, subdivisions, etc.) which includes a

detailed assessment of the provisions that are in need of updating/and or elimination as it relates to the 53 Corridor District.

- e. The Consultant shall discuss the evaluation report with pertinent County Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

## **II. PHASE 1I: PUBLIC PARTICIPATION/INVOLVEMENT PLAN**

The public involvement process must be organized to gather information within the County limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful Overlay District. The public involvement effort must include general public and stakeholder meetings and County Staff meetings.

- a. **Kick-Off Meeting:** The purpose of the kick-off meeting will be to inform the public of the development of the Corridor Overlay District. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent County staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or County Staff shall provide the answers to the public during this meeting.
- b. **Stakeholder Interviews:** The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the guiding principles for the Corridor Overlay District. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the Corridor Overlay District. There shall be a total of two (2) stakeholder interview meetings conducted. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4 – 6 months, whichever is agreed upon by both parties. There shall be a link placed on the County website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or County Staff shall conduct these meetings with the public.
- c. **Public Workshops:** The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the Corridor Overlay District. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. There shall be a minimum of one (1) but no more than two (2) public workshops conducted. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or County Staff shall conduct these meetings with the public.

- d. **Summary Report:** The Consultant shall deliver a report to pertinent County Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops.
- e. The Consultant shall discuss the summary report with pertinent County Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

**III. PHASE III: IDENTIFY POTENTIAL SOLUTIONS AND APPROACHES**

- a. **Detailed Report:** The Consultant shall deliver a report to pertinent County Staff outlining potential solutions and the approach recommended for Dawson County should follow to create the 53 Corridor Overlay District. The report shall include a draft Table of Contents depicting the recommended approach.
- b. The Consultant shall discuss the detailed report with pertinent County Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

**IV. PHASE IV: DEVELOPMENT OF A DRAFT AND FINAL REVISION TO EXISTING CODES AND DOCUMENTS**

- a. The Consultant shall deliver a written draft incorporating the gathered data regarding appearance, design, quality and density development implementing the adopted policies of the Comprehensive Plan.
- b. The Consultant shall ensure that the County is in compliance with all applicable State of Georgia statutes, Stormwater Management, Building and Fire Codes, Public Utilities, Parks & Recreation, Solid Waste Services (if applicable), Ga Department of Community Affairs and others that are relevant. All applicable documentation must be presented to County Staff to support all regulation changes.
- c. The Consultant shall utilize a medium that will allow for efficient and effective system to track all changes which are suggested. The system provided must track new, incorporated and old, deleted text. The system must be user-friendly and approved by the County staff that will review the information.
- d. The Consultant must deliver the necessary information identifying the authority and process for handling appeals, variances, exceptions to the regulations, codes and documents.
- e. The Consultant must be available for no less than three (3) conference calls and one (1) in-person meeting during this phase.

**V. PHASE V: DEVELOPMENT OF THE 53 CORRIDOR OVERLAY DISTRICT**

The development of the 53 Overlay District must be focused on four (4) key elements. These foundations will lead the structure, content and implementation of this document. The focus on the key elements will ensure

that the final paper is a workable, flexible and implementable ordinance that incorporates the County's direction as outlined in the attached draft 53 Overlay District document. There must be a strong weight on urban design, architectural standards, signage, exterior lighting, commercial/industrial development and site planning.

The four (4) key elements of focus are as follows:

- a. **Implementation of Planning Goals and Policies:** The 53 Overlay District must allow the County to bring in line policies and goals adopted in the Comprehensive Plan; and relevant policies and programs adopted by the County, after incorporating the changes as required in Phase 1 of this RFP. This document must be capable of serving as an economic development tool for the County.
- b. **A User-Friendly Format:** The 53 Overlay District must be easy to read, understand and interpret for all users. Users include staff, citizens, developers, elected and appointed officials. Incorporating illustrations and graphics are an instrumental must in achieving this goal.
- c. **Predictable Rules and Processes:** This document must establish rules and processes for development that provide assurances and certainty for the community. The County believes that updating and consolidating the development, sign and design guidelines in one (1) plan will promote and facilitate economic development.
- d. **Legal Soundness:** The 53 Overlay District must concisely depict the Georgia statutory authority and case law and Federal legal requirements which will lead to a legally sound document. The paper must include the most recent list of definitions to ensure an understand of the information contained within the plan.

The Consultant shall present the final document to the Board of Commissioners. The Consultant shall attend all public meetings held for the 53 Overlay District.

## 2. **400 CORRIDOR DEVELOPMENT GUIDELINES UPDATE**

The Consultant shall perform all work as detailed within the phases as listed below:

### VI. **PHASE 1: EVALUATION OF THE COUNTY'S EXISTING CODES AND DOCUMENTS/ MEETINGS WITH COUNTY STAFF**

The Consultant shall complete the following responsibilities during this phase of the Project:

- a. The Consultant shall conduct an initial meeting with pertinent County Staff to discuss the parameters of the work and ensure the vision is mutual with the County for the Development and Design Guideline, Georgia 400 Corridor.
- b. The Consultant shall make an assessment of the County's existing development regulations and identify all deficiencies and/or contradictory and/or non-compliant language in relation to the direction the County would like to update the GA 400 Corridor document.

- c. The Consultant shall review the County's Comprehensive Plan and incorporate language pertinent to the update of the Development and Design Guideline, Georgia 400 Corridor plan.
- d. The Consultant shall create and deliver an evaluation report of the existing development regulations (zoning, subdivisions, etc.) which includes a detailed assessment of the provisions that are in need of updating/and or elimination as it relates to the GA 400 Corridor. The recommendations shall provide additional clarity and control on the regulations that reflect the unique needs of the area along GA 400.
- e. The Consultant shall discuss the evaluation report with pertinent County Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

**VII. PHASE 1I: PUBLIC PARTICIPATION/INVOLVEMENT PLAN**

The public involvement process must be organized to gather information within the County limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the update of a successful Development and Design Guideline, Georgia 400 Corridor. The public involvement effort must include general public and stakeholder meetings and County Staff meetings.

- a. **Kick-Off Meeting:** The purpose of the kick-off meeting will be to inform the public of the update to the Development Design Guidelines for the 400 Corridor Overlay District. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent County staff. A questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or County Staff shall provide the answers to the public during this meeting. The Consultant and/or County Staff shall provide the answers to the public during this meeting.
- b. **Stakeholder Interviews:** The purpose of the stakeholder interviews is to assist the data collection efforts and direct the recommended changes of the public to the guiding principles for the Corridor Overlay District. The responses gathered during this phase must be incorporated and taken into consideration during the draft update phase of the Corridor District. There shall be a total of two (2) stakeholder interview meetings conducted. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4 – 6 months, whichever is agreed upon by both parties. There shall be a link placed on the County website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or County Staff shall conduct these meetings with the public.
- c. **Public Workshops:** The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to

participate in the additions/deletions to the Development Design Guidelines 400 Corridor Overlay District. Notes shall be compiled during the public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. There shall be a minimum of one (1) but no more than two (2) public workshops conducted. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or County Staff shall conduct these meetings with the public.

- d. **Summary Report:** The Consultant shall deliver a report to pertinent County Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the summary report with pertinent County Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

### **VIII. PHASE III: IDENTIFY POTENTIAL SOLUTIONS AND APPROACHES**

- a. **Detailed Report:** The Consultant shall deliver a report to pertinent County Staff outlining potential solutions and the approach recommended for Dawson County should follow to update the 400 Corridor Overlay District. The report shall include a draft Table of Contents depicting the recommended approach.
- b. The Consultant shall discuss the detailed report with pertinent County Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

### **IX. PHASE IV: DEVELOPMENT OF A DRAFT AND FINAL REVISION TO EXISTING CODES AND DOCUMENTS**

- a. The Consultant shall deliver a written draft incorporating the gathered data regarding appearance, design, quality and density development implementing the adopted policies of the Comprehensive Plan.
- b. The Consultant shall ensure that the County is in compliance with all applicable State of Georgia statutes, Stormwater Management, Building and Fire Codes, Public Utilities, Parks & Recreation, Solid Waste Services (if applicable), Ga Department of Community Affairs and others that are relevant. All applicable documentation must be presented to County Staff to support all regulation changes.
- c. The Consultant shall utilize a medium that will allow for efficient and effective system to track all changes which are suggested. The system provided must track new, incorporated and old, deleted text. The system must be user-friendly and approved by the County staff that will review the information. The Consultant must deliver the necessary information identifying the authority and process for handling appeals, variances,



exceptions to the regulations, codes and documents.

- d. The Consultant must be available for no less than three (3) conference calls and one (1) in-person meeting during this phase.

**X. PHASE V: FINAL UPDATE OF THE DEVELOPMENT AND DESIGN 400 CORRIDOR OVERLAY DISTRICT**

The final updated version of the 400 Overlay District guidelines must be focused on four (4) key elements. These foundations will lead the structure, content and implementation of this document. The focus on the key elements will ensure that the final paper is a workable, flexible and implementable ordinance that incorporates the County's direction set forth in the attached adopted 400 Overlay District document. There must be a strong weight on urban design, architectural standards, signage, exterior lighting, commercial/industrial development and site planning.

The four (4) key elements of focus are as follows:

- a. **Implementation of Planning Goals and Policies:** The updated Development Design Guidelines 400 Overlay District must allow the County to bring in line policies and goals adopted in the Comprehensive Plan; and relevant policies and programs adopted by the County, after incorporating the changes as required in Phase 1 of this RFP. This document must be capable of serving as an economic development tool for the County.
- b. **A User-Friendly Format:** The restructured Development Design Guidelines 400 Overlay District must be easy to read, understand and interpret for all users. Users include staff, citizens, developers, elected and appointed officials. Incorporating illustrations and graphics are an instrumental must in achieving this goal.
- c. **Predictable Rules and Processes:** This document must establish rules and processes for development that provide assurances and certainty for the community. The County believes that updating and consolidating the development, sign and design guidelines in one (1) plan will promote and facilitate economic development.
- d. **Legal Soundness:** The final Development Design Guidelines 400 Overlay District must concisely depict the Georgia statutory authority and case law and Federal legal requirements which will lead to a legally sound document. The paper must include the most recent list of definitions to ensure an understand of the information contained within the plan.

The Consultant shall present the final document to the Board of Commissioners. The Consultant shall attend all public meetings held for the 400 Corridor District Update.

**Notice of Award**

The Consultant agrees that in the case of failure on his part to execute the said contract and the bonds within fifteen (15) consecutive calendar days of receipt of a written Notice of Award from the County, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds off the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

**Notice to Proceed**

The Consultant shall begin work as agreed upon and specified on the Notice to Proceed from the County and shall meet the agreed upon benchmarks throughout the project.

**Weather days**

All weather days are to be approved in writing by the Facilities Director and/or the County Manager.

**Liquidated Damages**

There will not be a dollar amount set for liquidated damages for this project.

**Invoicing**

1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
3. All invoices will be paid in the year in which services are provided.
4. Proposer to provide contact information for dedicated team member to provide billing inquiries. More information is included in the Statement of Qualifications portion of this RFP.
5. Invoices should be sent via mail or email to:

Accounts Payable  
25 Justice Way, 2220  
Dawsonville, GA 30534  
[cmcmillon@dawsoncounty.org](mailto:cmcmillon@dawsoncounty.org)

**Pricing**

1. Submissions must use returned on the Proposer's Price Proposal Form as provided within this RFP.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

**Administration**

The project will be administered by the Dawson County Board of Commissioners with the Facilities Director being the main point of contact for all questions related to scope of work issues during the term of the contract. Any contract issues will be directed to the Dawson County Purchasing Manager during the term of the contract.

### **Permits and Licensing**

1. **Proof of Licensing:** Consultant shall submit proof of professional license, insurance and business license at time of submittal as it relates to the Scope of Work defined herein. The business license will be the current license your business operates, if you are out of county, this will not be a Dawson County business license.
2. The successful proposer must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Manager at time of proposal. If awarded to an out-of-county proposer, that proposer must register their business license with the Dawson County Planning and Development Department within 10 days of award. Fees may apply and are not a part of this agreement. *Note: Only the successful proposer needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is no longer a registration fee.*

### **E. QUALIFICATIONS/RESPONSE FORMAT OUTLINE**

This section identifies all information which must be submitted in each proposal.

#### **Tab A - Company Background and Structure**

The Proposer will provide a general history and description of its company including, but not limited to, the number of years in business, number of employees and number of years of experience working with overlay district projects. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

The proposal must provide the following:

- Length of time the Proposer has been providing consultant services for these types of projects to local governments.
- Demonstrate the Proposer's experience working with projects equal to this scope of work of this RFP.
- Description of the Proposer's organization, financial resources, staffing levels, and any other evidence of its ability to successfully complete the project.
- Individuals/firms submitting a proposal shall submit with their proposal the latest comprehensive annual financial statement including the Auditor's Opinion letter.
- References applicable to this RFP. Including a list of completed governmental contracts during the last five (5) year with clients' address, telephone number, and contact person.

- The proposer must certify that there are no circumstances, which will cause a conflict of interest in performing the services required.
- Statement listing any and all differences between your proposal and the work specified in the RFP.
- The proposer must demonstrate it is duly authorized to conduct business in the State of Georgia.

#### Tab B - Company Experience

The proposer shall submit at least three, but no more than six, projects as examples of the Proposer's past experience in planning and urban design projects, comparable in scope and complexity to the scope of work within the last five (5) years.

The examples must concisely set forth the basic background information for the projects offered as comparable (dates and location and the cost and scope of the work). The examples must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project, effective management of costs). The examples shall demonstrate why the cited projects are comparable to the Project in cost, size, and complexity or delivery method. Where applicable, the examples shall demonstrate the Proposer's experience working with the Sub-contractors and/or Consultants required to be named, as described in the scope of work. (Identification and Prequalification of Members of Consultant Team) of this RFP. Each example must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Proposer's performance on each project.

#### Tab C - Identification of all Contracted Personnel

The Awarded Proposer's employees shall wear proper identification for all employees working in the County on the contract. At a minimum, photo identification badges will be required for each person along with employee's personal data and the awarded Proposer's name. Such identification must be clearly displayed on the outside clothing of all the awarded Proposer's employees during field work and readily visible at all times when working on the Dawson County project.

#### Tab D - Qualifications of Key Team Members

Identify and include qualifications of key staff who would be assigned to work on the scope within this RFP. Include an organizational chart that depicts how the staff would be structured to perform details herein. Proposers must have qualified and trained staff to successfully complete the contract requirements. At a minimum, the organizational chart shall identify the responsibilities, structure, and lines of authority between and among the Proposer, the Consultant and any Sub-contractor entities required to be named. The Proposer shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project team organization; and the assignments of responsibilities and level of experience by site position
- Identification and qualifications of any key team members and any subcontract consultants, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member.
- The County requires that the assigned lead consultant has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The project lead consultant will be assigned to Dawson County for the duration of the project.
- All personnel assigned to the project will be subject to the approval of the County and will be removed from this project by the Proposer upon written recommendation of the County's contract contact. Additionally, the Proposer shall notify the County's contract contact in writing of all changes in supervision or key personnel. The notice shall include the reason for the change and provide a plan for immediate replacement.
- Attach the following Georgia Licenses within this tab:
  - Georgia Registered Architect License
  - Georgia Engineers and Land Surveyors License
  - Georgia Landscape Architect
  - Any other applicable licenses the Proposer feels appropriate for this project.
- Attach the following certifications within this tab:
  - American Institute of Certified Planners
  - Any other applicable licenses the Proposer feels appropriate for this project.

Tab E - Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP. The 53 Overlay Districts response must be contained in a sub tab be Tab E-1. The Development and Design Guidelines 400 Corridor response must be contained in a sub tab to be Tab E-2. At a minimum, proposals must address:

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the individual/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; The Proposer's approach to selection of materials and systems, including how such selections impact project cost, project delivery dates, and other matters.

- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the individual/firm will successfully maintain an effective line of communication throughout the process.
- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Workforce plan for the project by phases, identifying the trades, types or percentages of work to be performed by the individual/firm's own forces as compared to the trades, types or percentages work to be subcontracted to others.
- Approach to management of Consultant Team to include Sub-contractors and sub-consultants.
- Summary description of assurance program.
- Identification of code compliance concerns and plan for interaction with code officials.
- Plan for achieving timely project close out.
- The individual/firm shall submit a detailed bar-chart schedule for completion of the project, showing all design phases, the securing of the Dawson County staff's approvals of plans, as well as tracking major construction activities and milestones including substantial completion, final completion and project closeout. The bar chart schedule shall be accompanied by a written narrative indicating the individual/firm's approach and methodology for executing the Project within the milestone dates provided. The narrative shall address topics relevant to the performance and completion of the project that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., completion of preliminary and final design, permitting issues, labor and material availability, winter weather conditions) and plan for completion of the project in accordance with the County's proposed date for contract completion. Include discussion of plan for maintaining schedule and providing regular schedule updates.

The County welcomes innovating suggestions and recommendations from individual/firms that will ensure a successful service approach.

#### Tab F - References

Proposers must submit at least five (5) references for persons that the individual/firm will assign, to include all sub-contractors, to complete the Scope of Work listed herein. Ideally, references should be government entities but, not required, within Georgia should be included. The following information for each reference shall be listed:

- Name of government or private entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)

- Dates of service
- Range of services

#### Tab G - Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

#### Tab H - Business Litigation

Disclose any involvement by the individual/firm or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

#### Tab I – Required Solicitation Forms

Proposers are to complete and attach all forms listed on the Proposer's Checklist and include in Tab J. This direction **excludes** the Price Proposal Form. Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered non-responsive bid.

#### Tab J – Sample of a Overlay District Document

Proposers are to use this tab to submit a sample of a completed Overlay District document.

#### Tab K - Financial Proposal

Proposers are to use the Proposer's Price Proposal Form provided within this RFP. All costs to the Dawson County Government must be included on the Price Proposal Form that the individual/firm will incur to complete all tasks associated with the Design-Bid-Build for the additional building for the Senior Services Center. **Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered a non-responsive bid.**

#### F. EVALUATION PROCESS

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 1** below.

Proposals will be reviewed and evaluated by the review committee to determine whether the Respondent has met the criteria described in this RFP.

Company Background and Structure	15
Experience and Qualifications of Dedicated Staff	20
Project Understanding/Approach to Scope of Work	20
References	10
Management Plan	15
Price Proposal	20
<b>TOTAL POINTS</b>	<b>100</b>

**Chart 1**

Presentations

The top-ranking individual/firms *may* be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

Dawson County shall be the sole judge of the provider’s ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive provider.

**G. PROCEDURES AND MISCELLANEOUS ITEMS**

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County’s website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
  
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.



3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Consultant responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia or the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia or the Federal Government.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Consultant shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### H. BONDS

Bid Bond- N/A

Payment Bond – N/A

Performance Bond – N/A

#### I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable proposer, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the Contract Documents to the awarded Consultant for execution.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every proposer submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90**. The forms are provided with this RFP package.

### **SECTION III – GENERAL TERMS –**

#### **INDEX**

- |   |   |
|---|---|
| 01. Definitions                               | 02. Royalties and Patents                       |
| 03. Permits and Regulations                   | 04. Verbal Agreements                           |
| 05. Not Applicable for this RFP Contract      | 06. General Warranty and Guarantee              |
| 07. Bonds                                     | 08. Contractor's Insurance                      |
| 09. Liens                                     | 10. Assignment                                  |
| 11. Joint Venture Contractor                  | 12. Successor's Obligations                     |
| 13. Business License                          | 14. Obligations and Liability of the Contractor |
| 15. Responsibilities of the Contractor        | 16. Compliance with Laws                        |
| 17. Plans, Specifications and Design          | 18. Drawings Furnished                          |
| 19. Ownership of Drawings                     | 20. Reference Standards                         |
| 21. Division of Specifications and Drawings   | 22. Order of Completion                         |
| 23. Materials, Appliances & Employees<br>Name | 24. Not Applicable for this RFP Contract.       |
| 26. Not Applicable for this RFP Contract.     | 25. Not Applicable for this RFP Contract.       |
| 28. Rights of Various Interests               | 27. Not Applicable for this RFP Contract.       |
| 30. Sub-contractors                           | 29. Separate Contracts                          |
| 32. Construction Schedule and Procedures      | 31. Access                                      |
| 34. Entry                                     | 33. Project Management                          |
| 36. Not Applicable for this RFP Contract.     | 35. Not Applicable for this RFP Contract.       |
| 38. Authority of CONSULTANT                   | 37. Authority of A &E                           |
| 40. Not Applicable for this RFP<br>Contract   | 39. Owner-Contractor Coordination               |
| 42. Material, Equipment and Workmanship       | 41. Not Applicable for this RFP<br>Contract     |
|   | 43. Compliance With Contract Requirements       |

- |   |   |
|---|---|
| 44. Project Meetings                      | 45. Not Applicable for this RFP Contract  |
| 46. Construction Schedule                 | 47. Quality                               |
| 48. Not Applicable for this RFP Contract. | 49. Submittal Procedure                   |
| 50. Not Applicable for this RFP Contract  | 51. Not Applicable for this RFP Contract. |
| 52. Not Applicable for this RFP Contract. | 53. Not Applicable for this RFP Contract. |
| 54. Record Drawings                       | 55. Not Applicable for this RFP Contract. |
| 56. Not Applicable for this RFP Contract. | 57. Not Applicable for this RFP Contract. |
| 58. Not Applicable for this RFP Contract. | 59. Existing Utilities                    |
| 60. Equal Employment Opportunity          | 61. Not Applicable for this RFP Contract. |
| 62. Not Applicable for this RFP Contract. | 63. Emergencies                           |
| 64. Compensation                          | 65. Safety and Health Regulations         |
| 66. Accidents                             | 67. Not Applicable for this RFP Contract. |
| 68. Not Applicable for this RFP Contract. | 69. Not Applicable for this RFP Contract. |
| 70. Cleaning Up                           | 71. Not Applicable for this RFP Contract. |
| 72. Not Applicable for this RFP Contract. | 73. Environmental Impact                  |
| 74. Progress Payments                     | 75. Measurement and Payment               |
| 76. Use of Completed Portions             | 77. Not Applicable for this RFP Contract. |
| 78. Payments Withheld                     | 79. Contract Time                         |
| 80. Not Applicable for this RFP Contract. | 81. Not Applicable for this RFP Contract. |
| 82. Changes in Work                       | 83. Not Applicable for this RFP Contract  |
| 84. Not Applicable for this RFP Contract  | 85. Not Applicable for this RFP Contract. |
| 86. Liquidated Damages                    | 87. Suspension or Abandonment of Work     |
| 88. Termination of Contract               | 89. Contractor's Right to Stop Work       |
| 90. Disputes Resolution                   | 91. Not Applicable for this RFP Contract. |
| 92. Laws of Georgia                       | 93. Not Applicable for this RFP Contract. |

01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance

Formal action of the Owner in determining that the PC/construction crew's work has been completed in accordance with the contract and in notifying the Proposer in writing of the acceptability of the work.

Act of God

A cataclysmic phenomenon of nature, such as a hurricane, earthquake, or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification or corrections.

Bid

Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

Contract

The writings and drawings embodying the legally binding obligations between the Owner and the Proposer for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents

The Contract, Addenda (which pertain to the Contract Documents), Proposer Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

Contract Price

Amount payable to the Consultant under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price proposals multiplied by the estimated quantities set forth in the proposal form.

Contract Time

Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor/Consultant

The individual, partnership, corporation, or combination thereof, including joint ventures that enter into the contract with the Owner for the performance of the work. The term covers Sub-contractors, equipment and material suppliers, and their employees.

Contract Technical Representative

The day-to-day County Representative designated by the Owner.

County  
Owner.

Day  
Calendar day.

Direct  
Action of the Owner by which the Contractor, to include Design Team and construction crew, is ordered to perform or refrain from performing work under the contract.

Herein  
Refers to information presented in the project manual.

Holidays  
Legal holidays designated by the Owner.

May  
Refers to permissive actions.

Owner  
Commissioner of Roads and Revenue Dawson County, Dawson County Board of Commissioners, Dawsonville, Georgia.

Person  
The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project  
The undertaking to be performed under the provisions of the contract.

Shall  
Refers to actions by either the CONSULTANT or the Owner and means the CONSULTANT or Owner has entered into a covenant with the other party to do or perform the action.

Specifications  
That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship. Titles of sections and paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a complete segregation of the various unites of materials and labor.

Specify

Refers to information described, shown, noted or presented in any manner in any part of the contract.

Will

Refers to actions entered into by the CONSULTANT or the Owner as a covenant with the other party to do or to perform the action.

Work

The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

02 - Royalties and Patents

The Prime Contractor shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the Prime Contractor pursuant to the manufacturer's specifications.

03 - Permits and Regulations

Not applicable to this RFP Contract.

04 - Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

05 – Lands of Work

Not applicable to this RFP Contract.

06 - General Warranty and Guarantee Against Defective Work

Not applicable to this RFP Contract.

07 - Bonds

Not applicable to this RFP Contract.

08 – Contractor's Insurance

A. Liability

The CONSULTANT shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by

himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance indicating that the successful proper has obtain such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The CONSULTANT shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

#### B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the CONSULTANT shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the A & E, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

**\*The limits of insurance are as follows:**

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile Insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts.
- d) Professional Liability Insurance of at least Two Hundred Fifty Thousand (250,000) Dollars per claim and Five Hundred (500,000) Aggregate.

#### 09 – Liens

Neither the final payment nor any part of the retained percentage shall become due until the Consultant shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Consultant may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Consultant shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

#### 10 - Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Consultant. Assigning or sub-letting the Contract shall not relieve the Consultant or his surety from any Contract obligations.

#### 11 - Joint Venture Contractor

In the event the Consultant is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Owner to the Consultant under this contract, shall be well and sufficiently given to all persons being the Consultant if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Owner under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Consultant.

#### 12 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to an imposed upon, the Consultant and the Owner and their respective heir, executors, administrations, successors and assigns.



### 13 - Business License

Consultants and Sub-contractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

### 14 - Obligations and Liability of the Contractor

The Consultant shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications herein mentioned, at the prices herein agreed upon and fixed therefore.

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Owner as given from time to time during the progress of the work, under the terms of this contract.

The Consultant shall coordinate his operations with those of any other Contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Consultant shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Consultant shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Consultant warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, employed by the Owner either to discover or to bring to the attention of the Consultant any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Consultant as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the

fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Consultant against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the contract. No requirement of this contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions of the contract for changes in the work.

## 15 – Responsibilities of the Contractor

### A. Sub-contractors

The Consultant shall be responsible for the adequacy, efficiency, and sufficiency of Sub-contractors and their employees.

### B. Proposer Employees

The Consultant shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

### C. Payment for Labor and Materials

The Consultant shall pay and require his Sub-contractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The Consultant also shall pay and cause his Sub-contractors to pay any and all accounts for services, equipment, and materials used by him and his Sub-contractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Consultant shall furnish proof of payment of such accounts to the Owner.

### D. Attention to Work

The Consultant, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully.

### E. Employee Safety

The Consultant alone shall be responsible for the safety of his and his Sub-contractor's employees. The Consultant shall perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

### F. Public Safety and Convenience

The Consultant shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

### G. Cooperation with the Construction Inspector

Not applicable to this RFP Contract.

## 16 - Compliance with Laws

The Consultant shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Owner in writing.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any Sub-contractor.

#### 17 - Plans, Specifications, and Design

The Consultant shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract to the Owner, as it relates to scope of work. All such drawings and instructions shall be consistent with the Contract Documents.

#### 18 – Documents Furnished

Unless otherwise provided in the Contract Documents, the Consultant will furnish to the Owner, free of charge, up to six (6) hard copy and 1 electronic copy of the documents in a Word format.

#### 19 - Ownership of Documents

All copies thereof furnished to the Owner may be reused on other work. All models are the property of the Owner.

#### 20 - Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking proposals, unless specifically stated otherwise.

#### 21 – Division of Specifications and Drawings

Not applicable to this RFP Contract.

#### 22 - Order of Completion

Before starting work and within ten (10) days of issuance of the Notice of Award with the work, the Consultant shall submit to the Owner, a schedule which shall show the order in which the Consultant proposes to carry on the work, indicating the starting and completion dates and locations of the various stages of the work. The schedule shall be in a bar graph form suitable for periodic updating to show actual work completed.

### 23 - Materials, Appliances & Employees

Unless otherwise stipulated, the Consultant shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision, and other facilities necessary for the execution and completion of the work.

The Consultant shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of work appear to the Owner to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Owner may order the Consultant to increase their efficiency, to improve their character, to augment their number, as the case may be, and the Consultant shall conform to such order; but the failure of the Consultant to demand such increase of efficiency, number, or improvements shall not relieve the Consultant of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

### 24 - Survey Information

Not applicable to this RFP Contract.

### 25 - Project Completion

Not applicable to this RFP Contract.

### 26 - Inspection and Testing of Materials

Not applicable to this RFP Contract.

### 27 - Substantial Completion

Not applicable to this RFP Contract.

### 28 - Rights of Various Interests

Wherever work, being done by the Owner's forces or by other Contractors, is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

### 29 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work.

### 30 - Sub-contractors

The Consultant shall notify the Owner in writing of the names and addresses of all proposed Sub-contractors for the work at the first meeting with the Owner. Sub-contractors, or their sub-contractors, will not be recognized as having a direct relationship with the Owner but, will be considered employees of the Consultant and their work shall be subject to the provisions of the contract. A Sub-contractor for any part of the work must have experience on similar work and, if

required, furnish the Owner with a list of projects and the entities who are familiar with their competence.

31 - Access

The Owner, and anyone named by the Owner, will have full access to the project site at all times.

32 - Construction Schedule and Procedures

Not applicable to this RFP Contract.

33 - Project Management

Not applicable to this RFP Contract.

34 - Entry

Not applicable to this RFP Contract.

35 - Preservation and Restoration

Not applicable to this RFP Contract.

36 - Completion of "Punch List" Items

Not applicable to this RFP Contract.

37 - Authority of Consultant

Consultant Representative

The Consultant shall notify the Owner in writing of the name of the person who will act as the Consultant representative and shall have the authority to act in matters relating to this contract. This person shall have authority to carry out the provisions of the contract and to supply materials, equipment, tools and labor without delay for the performance of the work.

Construction Procedures

The Consultant shall supervise and direct the work, along with the Owner. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for the construction of that item of work.

38 - Authority of Consultant (Continued)

The Consultant will be the initial interpreter of the requirements of the Contract Documents in conjunction with the Owner to the construction crew and shall review the work for acceptability of the work thereunder. Neither the Consultant's authority or responsibility under the Contract Documents nor any decision made by Consultant in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Consultant shall give rise to any duty owed by Consultant to any Sub-contractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

### 39 - Owner-Consultant Coordination

#### Service of Notice

Notice, order, direction, request or other communication given by the Owner to the Consultant shall be deemed to be well and sufficiently given to the Consultant if left at any office used by the Consultant or delivered to any of his office, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Consultant at the address given in the contract document or mailed to the Proposer last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Consultant two days after the day of mailing. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Consultant, be delivered to the County Technical Representative.

#### Suggestions to Consultant

Plan or method of work suggested by the Owner to the Consultant but not specified or required, if adopted or followed by the Consultant in whole or in part, shall be used at the risk and responsibility of the Consultant.

The Owner assumes no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.

#### Cooperation

The Consultant shall afford the Owner, other Sub-contractors and their employees, reasonable cooperation and shall arrange his work in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Consultant shall promptly make good any injury or damage that may be sustained by other Consultants or employees of the Owner at his hands. The Consultant shall join his work to that of others and perform his work in proper sequence in relation to that of others.

Differences or conflicts arising between the Consultant and others employed by the Owner or between the Consultant and the works of the Owner with regard to their work, shall be submitted to the Owner for his review of the matter. If the work of the Consultant is affected or delayed because of any act or omission of other Consultants or of the Owner, the Consultant may submit for the Owner's consideration, a documented request for a change order.

### 40 – Interpretation of Specifications and Drawings

Not applicable to this RFP Contract.

### 41 - Discrepancies in Specifications and Drawings

Not applicable to this RFP Contract.

### 42 - Material, Equipment and Workmanship

Not applicable to this RFP Contract.

43 – Demonstration of Compliance with Contract Requirements Inspection

Not applicable to this RFP Contract.

44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Owner throughout the project, to include the construction phase. Meetings will normally be held monthly. An Consultant representatives shall attend. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

45 - Overtime and Shift Work

Not Application to this RFP Contract

46 - Construction Schedule

Scope

This section specifies reports and schedules for planning and monitoring the progress of the work.

The construction schedule shall reflect the Contract Time stated in the Request for Proposal.

Description

Not applicable to this RFP Contract.

Submittal Procedures

Not Applicable for this RFP Contract.

Schedule Revisions

Not applicable to this RFP Contract.

47 - Quality

The CONSULTANT is ultimately responsible for all work of all employees and sub-contractors for this project.

48 - Material and Equipment Specified By Name

Not applicable for this RFP Contract.

49 – Submittal Procedure

General

Not applicable to this RFP Contract.

Proposer Responsibilities

Not applicable to this RFP Contract.

Transmittal Procedure

General

Not applicable to this RFP Contract.

50 - Requests for Substitution

Not applicable for this RFP Contract.

51 - Manufacturer's Directions

Not applicable for this RFP Contract.

52 - Product Data

Not applicable for this RFP Contract.

53 - Operation and Maintenance Information

Not applicable for this RFP Contract.

54 - Record Drawings

Not applicable to this RFP Contract.

55 - Protection of the Public and Property

Not applicable to this RFP Contract.

56 – Protection of the Owner’s Property

Not applicable to this RFP Contract.

57 - Maintenance of Traffic and Sequence of Operation

Not applicable to this RFP Contract.

58 - Lot Corners

Not applicable for this RFP Contract.

59 – Existing Utilities

Not applicable to this RFP Contract.

60 - Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or their forms of compensation, and selection for training, including apprenticeship.

61 - Material Delivery, Handling, and Storage

Not applicable to this RFP Contract.



#### 62 - Maintenance During Construction

Not applicable to this RFP Contract.

#### 63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the Consultant is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The Consultant shall supply the Owner with two (2) emergency phone numbers for contact per each working day in the event of an emergency.

#### 64 - Compensation

Any compensation claimed by the Consultant due to emergency work shall be subject to reviewed approved by the Owner if payment is to be made by the Owner.

#### 65 - Safety and Health Regulations

The Consultant shall comply with all pertinent safety and health regulations.

#### 66 - Accidents

The Consultant shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Consultant and any sub-contractor an account of any accident, the Consultant shall promptly report the facts to the Owner, giving full details in writing of the claim.

#### 67 - Load Limits

Not applicable to this RFP Contract.

#### 68 – Sanitary Provisions

Not applicable to this RFP Contract.

#### 69 - Construction Buildings

Not applicable to this RFP Contract.

#### 70 - Cleaning Up

The Consultant shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all rubbish and waste materials resulting from his operations.

#### 71 - Electrical Energy

Not applicable to this RFP Contract.

72 - Water Supply

Not applicable to this RFP Contract.

73 - Environmental Impact

Not applicable to this RFP Contract.

74 - Progress Payments

Not applicable to this RFP Contract.

75 - Measurement and Payment

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items of work specifically listed in the proposal and the cost of other work must be included in the contract price for the applicable item to which it relates.

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Consultant, take over any completed portions of the work which are ready for use, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired.

77 – Payments Withheld Prior to Final Acceptance

Not applicable to this RFP Contract.

78 - Payments Withheld

Not applicable to this RFP Contract.

79 - Contract Time

General

Not applicable to this RFP Contract.

Construction Schedule

Not applicable to this RFP Contract.

Delays

When the CONSULTANT foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the Consultant regards as unavoidable, he shall notify the Owner in writing of the probability of the occurrence of such a delay, the extent of the delay and its possible cause.

80 – Omissions

Not applicable to this RFP Contract.

81 - Differing Site Conditions

Not applicable to this RFP Contract.

82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The Consultant shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

83 - Force Account and Extra Work

Not Applicable for this RFP Contract.

84 - Claims for Extra Cost

Not Applicable for this RFP Contract.

85 - Correction of Work Before Final Payment

Not Applicable for this RFP Contract.

86 - Liquidated Damages

Not applicable to this RFP Contract.

87 - Suspension or Abandonment of Work

Suspension of Work

The Owner may at any time, for any reason, suspend the work, or any part thereof by giving three (3) days written notice to the Consultant. The work shall be resumed by the Consultant within ten (10) days after the date fixed in the written notice from the Owner to the Consultant.

If the project is suspended by the Owner during any given phase for more than 60 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the Consultant compensation shall be equitably adjusted to provide for actual expenses incurred in the interruption and resumption of the Consultant services, excluding overhead and profit.

Said expenses must be documented and submitted to the Owner for review and upon approval by the Owner for reasonable expenses will be reimbursed to the Consultant. The Consultant shall mitigate any expenses incurred during the suspension period.

Nothing in this Subparagraph, above, shall prevent the Owner from immediate suspension of the Proposer work when the health or welfare of the public is at risk in the opinion of the Owner.

Abandonment of Work

This Contract may be terminated by the Owner upon thirty (30) days written notice to the Consultant in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Contract upon not less than sixty (60) days written notice to the Owner.

#### 88 - Termination of Contract

##### Termination for Convenience of Owner

The Owner may, at will, upon written notice to the Consultant, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the Consultant then existing or which may thereafter accrue. Any retention or payment of moneys due to the Consultant by the Owner will not release the Consultant from liability.

##### Default Termination

The Owner may, if in the Owner's sole judgment and upon written notice to the Consultant, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the Work required by the Contract Documents in any one of the following circumstances:

If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time:

The Consultant is in material default in carrying out any provisions of this Contract for a cause within its control;

If the Consultant files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

If a trustee, receiver or liquidator, is appointed for the Consultant or for all or any substantial part of the property of the Consultant; or if the Consultant makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;

If the Consultant has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Consultant is adjudged a bankrupt;

If the Consultant is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;

If the Consultant fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;

If the Consultant fails to make prompt payment to Sub-contractors for materials or labor, unless Consultant otherwise provides Owner satisfactory evidence that payment is not legally due;

If the Consultant persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;

If the Consultant substantially violates any provision of the Contract Documents;

or

If, after the Consultant has been terminated for default pursuant to paragraph two (2), it is determined that none of the circumstances set forth paragraph two (2) exist, then such termination shall be considered a termination of convenience pursuant to paragraph one (1). If the Owner terminates this agreement for any of reasons enumerated in paragraph two (2), then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever method the Owner may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

#### Allowable Termination Costs

If the Owner terminates the whole or any portion of the Work pursuant to Paragraph "A" then the Owner shall only be liable to Consultant for those costs reimbursable to Consultant in accordance with Paragraph "D", plus the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Paragraph "D", which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Sub-contractors or proposers prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under Subparagraph "B.1", above, and the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract, together with reasonable storage, transportation and other costs incurred in connection with the protection of disposition of property allocable to this contract.

Provided, however, that if there is evidence that the Consultant would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder

and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

The total sum to be paid to the Consultant under this Paragraph "C" shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract.

General Termination Provisions

After receipt of a Notice of Termination from the Owner, pursuant to paragraph one (1) or two (2), and except as otherwise directed by the Owner, the Consultant shall:

Stop Work, if applicable, under the Contract on the date and to the extent specified in the Notice of Termination;

Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Consultant under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause;

Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Owner, and to the extent specifically produced or specifically acquired by the Consultant for the performance of such portion of the work as had been terminated;

The fabricated or un-fabricated parts, if applicable, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed work, supplies and or other material produced as part of, or acquired connection with, the performance of the work terminated by the Notice of Termination, and the completed or partially completed plans, drawings, information and other property related to the work;

Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, and property of the types referred to in paragraph four (4);

Shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner;

And provided further that the Proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Consultant under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Owner may direct;

Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Consultant and in which the Owner has or may acquire an interest.

The Consultant shall, from the effective Date of Termination until the expiration of three years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the Consultant, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Consultant under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer/Architect, photographs, microphotographs or other authentic reproductions thereof. In arriving at any amount due the Consultant pursuant to paragraph three (3) there shall be deducted:

All unliquidated advance or other payments on account theretofore made to the Consultant applicable to the terminated portion of this Contract;

Any claim which the Owner may have against the Consultant;

Such claim as the Owner may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Consultant or sold, pursuant to the provisions of paragraph four (4); and not otherwise recovered by or credited to the Owner.

Consultant shall refund to the Owner any amounts paid by the Owner to the Consultant in excess of costs reimbursable under paragraph three (3).

The Owner, at its option and Proposer expense, may have costs reimbursable under paragraph three (3) audited and certified by an independent certified public accountant selected by the Owner.

#### 89 - Proposer Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court for a period of three (3) months, through no fault of the Consultant or of anyone employed by him, then the Consultant may,

upon seven (7) days written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials excluding overhead, profit and damages.

#### 90 – Disputes Resolution

All claims, disputes and other matters in question between the Consultant and the Owner arising out of, or relating to, this contract or the breach therefore, shall be tried before a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The Consultant hereby further agrees that, should any Sub-contractor or supplier to the Consultant file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Consultant, then the Consultant shall indemnify and hold harmless the Owner, its employees, agents, and representatives, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Consultant agrees to pay the Owner all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.

Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.

The Consultant irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the Contract shall be brought in any count in Dawson County, Georgia. Consultant designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Consultant, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Dawson County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

#### 91 - Removal of Equipment

Not Applicable for this RFP Contract.

#### 92 - Laws of Georgia

This Contract shall be governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all



jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

93 – Quantity Variance Reserve

Not Applicable for this RFP Contract.

**-End of This Section-**



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
VENDOR'S CHECKLIST**

**Company Name:** \_\_\_\_\_

Please indicate you have completed the following documentation; and submit them in the following order.

YES	ITEM DESCRIPTION
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Price Proposal Form
<input type="checkbox"/>	Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Proposer's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	Contractor Affidavit
<input type="checkbox"/>	Subcontractor Affidavit (if applicable)
<input type="checkbox"/>	Bid Bond Form and Surety Bid Bond
<input type="checkbox"/>	Equal Employment Opportunity (EEO) Practice Form
<input type="checkbox"/>	Legal and Character Qualifications Form
<input type="checkbox"/>	Local Small Business Initiative Affidavit (if applicable)
<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Completed W-9
<input type="checkbox"/>	Copy of Valid Business License
<input type="checkbox"/>	Copy of Any Certificates/Licenses Required within Solicitation

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
PROPOSER'S INFORMATION FORM**

---

1. Legal Business Name \_\_\_\_\_
2. Street Address \_\_\_\_\_
3. City, State & Zip \_\_\_\_\_
4. Type of Business: \_\_\_\_\_ State of Registration: \_\_\_\_\_  
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: \_\_\_\_\_
6. Primary Contact \_\_\_\_\_
7. Phone \_\_\_\_\_ Fax \_\_\_\_\_
8. E-mail \_\_\_\_\_
9. Company Website \_\_\_\_\_
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

\_\_\_\_\_  
\_\_\_\_\_

**ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM**  
**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
PROPOSER'S PRICE PROPOSAL FORM**

---

COMPANY NAME: \_\_\_\_\_  
Proposer to provide all materials, labor and equipment needed to complete the Scope of Work.

<b>TASK NO</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>NOT TO EXCEED COST</b>
<b>1</b>	<b>53 OVERLAY DISTRICT</b>	<b>JOB</b>	
<b>2</b>	<b>400 CORRIDOR DISTRICT UPDATE</b>	<b>JOB</b>	
<b>COMBINED PROJECTS TOTAL</b>			

- Proposers must attach applicable licenses and certifications
- All costs incurred by the Proposer must be included in the price of project for the total scope of work as listed in this RFP.

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
PROPOSER'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_

2. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_

3. Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Contact Person Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_  
Describe Scope of Work and dates of project/service: \_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
EXECUTION OF PROPOSAL**

---

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

The potential CONSULTANT certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the firm.
- \_\_\_ That the potential CONSULTANT has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ That the potential CONSULTANT agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Typed Name & Title

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

---



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
DRUG FREE WORKPLACE**

---

I hereby certify that I am a principle and duly authorized representative of:

\_\_\_\_\_

Whose address is:

\_\_\_\_\_

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the PROPOSER employees during the performance of the contract; and,
3. Each Sub-contractor hired by the CONSULTANT shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The CONSULTANT shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with

\_\_\_\_\_

\_\_\_\_\_ certifies to the CONSULTANT that a drug free workplace will be provided for the Sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

---



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
ADDENDA ACKNOWLEDGEMENT**

---

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**Proposers must acknowledge any issued addenda. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**





**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
PROPOSER’S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

---

I \_\_\_\_\_certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer’s associates with any County staff, or elected officials since the date this solicitation #354-19 RFP #354-19 CONSUT SRVS FOR 53 CORRIDOR OVERLAY & 400 CORRIDOR DEVELOPMENTT GUIDELINES UPDATE was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



## Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Consultant registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Consultant Affidavit, Consultant verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Consultant further agrees that should it employ or contract with any Sub-contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Consultant will secure from the Sub-contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-contractor(s) is retained to perform such services.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND INCLUDE IN RESPONSE**



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Proposer Name:</b>	
<b>County Solicitation/ Contract No.:</b>	<b>RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/ 400 CORRIDOR DISTRICT UPDATE</b>

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Consultant identified above has registered with and is participating in a federal work authorization program\*, 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 Sub-contractor(s) in connection with the physical performance of services pursuant to this contract with the County, Consultant will secure from such Sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Sub-contractor Affidavit. Consultant further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the Sub-contractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Consultant 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 \_\_\_\_\_ 20\_\_

[NOTARY SEAL]

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

**My Commission Expires:**

\*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



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Proposer Name:</b>	
<b>County Solicitation/ Contract No.:</b>	<b>RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/ 400 CORRIDOR DISTRICT UPDATE</b>

**ADDITIONAL INSTRUCTIONS TO Contractor:** Identify all Sub-contractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the Sub-contractors listed below. The Contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new Sub-contractor used to perform under the identified County contract.

<b>Proposer Name:</b>	
<b>Sub-contractors:</b>	



**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Proposer Name:</b>	
<b>Sub-contractor's (Your) Name:</b>	
<b>County Solicitation/ Contract No.:</b>	<b>RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/ 400 CORRIDOR DISTRICT UPDATE</b>

**SUB-CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Sub-contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Sub-contractor which is engaged in the physical performance of services under a contract with the Consultant identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / E-Verify Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Sub-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 \_\_\_\_\_ 20\_\_\_\_

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

[NOTARY SEAL]

My Commission Expires:  
\*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



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

**EEO Plan:** The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**EEO For Veterans/Handicapped:** The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Proposer Programs:** The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**EEO Acquisitions:** The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

<b>Does the Proposer have the above EEO policy in place?</b>	<b>Y</b>	<b>N</b>

<b>If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project?</b>	<b>Y</b>	<b>N</b>

**Statement of Assurance:** The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

\_\_\_\_\_  
Firm's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**



**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE  
LEGAL AND CHARACTER QUALIFICATIONS**

**Convictions:** Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		<b>Y</b>	<b>N</b>
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers'		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

**Civil Proceedings:** Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		<b>Y</b>	<b>N</b>
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

**License Revocation:**

		<b>Y</b>	<b>N</b>
	Has the proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

**Responses:** If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

**Principals:** The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

**NAME**

**ADDRESS**

---

---

---

---

---

**References:** The Bidder lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability.

**CONTACT  
PERSON**

**TITLE**

**PHONE  
NUMBER/EMAIL**

---

---

---

---

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**





## **Dawson County Board of Commissioners**

### ***Local Small Business Initiative***

#### **Purpose & Scope:**

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

***Local Small Business Initiative*** (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

#### **Definition of Local Small Business:**

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

**The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:**

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over \$100,000.00.

**Affidavit:**

The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

**How Incentive Works:**

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation of bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a responsive, responsible price, a local preference credit of 3%.

**Waiver:**

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.



**DAWSON COUNTY BOARD OF COMMISSIONERS  
LOCAL SMALL BUSINESS  
AFFIDAVIT OF ELIGIBILITY**

*Complete form and submit with your bid. Incomplete forms may be rejected.*

1. Legal Name of Firm \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_ Physical Address (if different) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Year business was established in Dawson County: \_\_\_\_\_

4. Business License Number issued by Dawson County: \_\_\_\_\_

5. Number of Employees: \_\_\_\_\_

6. Average annual gross receipts for past three years: \_\_\_\_\_

7. Business Type (circle one): Corporation, Partnership, Sole Proprietorship

8. Does your business have more than one location in Dawson County? Yes No

If yes, specify the location(s): \_\_\_\_\_

Is your businesses' principal base of operations in Dawson County? Yes No

Does your business have any locations outside Dawson County? Yes No

9. If yes, please specify the location(s): \_\_\_\_\_

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information on this form.

**Attest:** \_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

**Notary Public**

**Commission Expires:** \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Title



**Dawson County Board of Commissioners**  
**“VOLUNTARY” Title VI Statistical Data Form**

Used For Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all proposals. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

**Instruction for submission: DO NOT INCLUDE WITH BID PROPOSAL. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.**

**RFP #354-19 CONSULTANTING SERVICES 53 OVERLAY DISTRICT/400 CORRIDOR DISTRICT UPDATE**  
**Please place an “X” on the line that apply**

Owner Gender:             Male             Female  
 Owner Race/Ethnicity:    White/Caucasian             Hispanic or Latino  
                                   Black or African American             American Indian or Alaska Native  
                                   Native Hawaiian or             Asian  
                                   Other Pacific Islander             Two or More Races

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities (2) has a record of such impairment; or (3) is regarded as having such impairment.

Yes             No  
 Minority Owned Business:  Yes             No  
 Disadvantaged Business Enterprise (DBE) Company?    Yes             No  
 Number of Employees: \_\_\_\_\_

Staff Race/Ethnicity Make-up:    White/Caucasian             Hispanic or Latino  
                                   Black or African American             American Indian or Alaska  
                                   Native Hawaiian or             Asian  
                                   Other Pacific Islander             Two or More Races

**Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT**

**RFP #354-19 CONSULTING SERVICES FOR 53 OVERLAY DISTRICT AND 400 CORRIDOR DISTRICT UPDATE**

This Agreement is made and entered into this \_ day of, by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and, (hereinafter referred to as the "Consultant") under seal for all professional services called for in the Dawson County **Request for Proposal ##354-19 CONSULTING SERVICES FOR 53 OVERLAY DISTRICT AND 400 CORRIDOR DISTRICT UPDATE**; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

**ARTICLE 1**

**THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Consultant, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Document, the **Request for Proposal ##354-19 CONSULTING SERVICES FOR 53 OVERLAY DISTRICT AND 400 CORRIDOR DISTRICT UPDATE** and all addenda, all Change Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

**1.3 Entire Agreement**

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Consultant with reference to the Scope of Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Consultant.

**1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Consultant.

**1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Consultant for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Consultant shall have the right to keep one record set of the Contract Documents upon completion of the work; provided, however, that in no event shall Consultant use, or permit to be used, any or all of such Contract Documents on other work without the Owner's prior written authorization.

## **1.7 Unobligated Funds**

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

## **ARTICLE II**

### **CONTRACT DEFINITIONS**

The following terms shall have the following meanings whether in the singular or in the plural:

**2.1 Agreement Execution.** The Agreement Execution means the date both parties execute this Agreement.

**2.2 Contract.** The word contract has the identical meaning as the word Agreement.

**2.3 Contract Documents.** The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

**2.4 Contract Price.** The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

**2.5 Contract Time.** The contract time means the period of time stated herein for completion of work.

**2.6 Cost of Work.** The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

**2.7 County.** The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

**2.8 Deliverables.** Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of work as deliverable to the County.

**2.9 Drawings.** The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

**2.10 Liaison.** Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

**2.11 Multi-year Contract.** Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Consultant if appropriations are not made.

**2.12 Project.** Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

**2.13 Specifications.** Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

**2.14 Sub-consultant.** A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

**2.15 Change Work Order.** A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

**2.16 Work.** The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

**2.17 Term of Agreement.** Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

## **ARTICLE III**

### **THE WORK**

#### **3.1 Scope of Work**

3.1.1 The Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants response to the RFP document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: design of the whole or a designated portion of the Project; furnishing of any required insurance; provision of required certifications and documentation of associated testing results, if required in the RFP; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Consultant, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Consultant is generally described in Exhibit "A":

## **ARTICLE IV**

### **CONTRACT TIME**

#### **4.1 Time and Liquidated Damages**

4.1.1 The Consultant shall complete the work within time specified in the RFP upon receipt of the notice to proceed.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

#### **4.2 Substantial Completion**

4.2.1 "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

#### **4.3 Time is of the Essence**

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE V**

### **CONTRACT PRICE**

#### **5.1 The Contract Price**

5.1.1 The Owner shall pay the Consultant the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for RFP. The Consultant and Owner shall periodically review project progress and schedules to ensure timely completion of work and to determine the status of the estimated project budget.

5.2.1 The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustments shall be implemented.

## **ARTICLE VI**

### **PERSONNEL OF THE CONSULTANT**

#### **6.1 Personnel**



6.1.1 The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

## **6.2 Personnel, Sub-Consultants and Suppliers**

6.2.1 *Terms of Subcontracts.* All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

6.2.2 The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers. At the term of this Contract, the Consultant shall submit Exhibit "C" to the Purchasing Manager.

## **6.3 Notice of Personnel Changes**

6.3.1 The Consultant key personnel identified within the statement of qualifications/proposal as submitted with Consultant's Technical Proposal shall not be changed or substituted without the prior written approval of the Owner.

# **ARTICLE VII**

## **PAYMENT TO THE CONSULTANT**

### **7.1 Payment**

7.1.1 The Owner shall pay to the Consultant on the basis of an executed task work order, and all invoices submitted by the Consultant shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit B" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Consultant shall not be entitled to payment for overtime. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the Owner shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

7.1.2 The Consultant warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Consultant or any other person or entity whatsoever. The Consultant shall promptly pay each Sub-Consultant out of the amount paid to the Consultant on account of such Sub-Consultant's work, the amount to which such Sub-Consultant is entitled. In the event the Owner becomes informed that the Consultant has not paid a Sub-Consultant as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Consultant of amounts otherwise due hereunder naming the Consultant and such Sub-Consultant as joint payees.

7.1.3 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

## **7.2 Withheld Payment**

7.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Consultant to protect the Owner from loss because of:

- a) Claims of third parties against the Owner;
- b) Failure by the Consultant to pay Sub-Consultants or others in a prompt and proper fashion;
- c) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- d) Evidence that the work will not be completed in the time required for substantial or final completion;
- e) Persistent failure to carry out the work in accordance with the Contract; or
- f) Damage to the Owner or a third party to whom the Owner is, or may be, liable

## **7.3 Completion and Final Payment**

7.3.1 When all of the work is finally complete and the Consultant is ready for a final inspection, Consultant shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Consultant will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Consultant is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

7.3.2 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Consultant except for those claims previously made in writing against the Owner by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment, as attested to in Exhibit "C".

## **ARTICLE VIII**

## **THE OWNER**

### **8.1 Information, Services and Things Required from Owner**

8.1.1 The Owner shall furnish to the Consultant, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

### **8.2 Right to Stop Work**

8.2.1 If the Consultant fails or refuses to perform the work in accordance with this Contract, the Owner may order the Consultant to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Consultant shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Consultant in accordance with the contract documents.

### **8.3 Owner's Right to Perform Work**

8.3.1 If the Consultant's work is stopped by the Owner under Paragraph 8.2 and the Consultant fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Consultant, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Consultant shall pay the difference to the Owner.

### **8.4 Suspension and Termination**

8.4.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

8.4.2 If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

## **ARTICLE IX**

### **THE CONSULTANT**

**9.1** The Consultant shall perform the work strictly in accordance with this Contract.

**9.2** The Consultant shall supervise and direct the work using the Consultant's best skill, effort and attention. The Consultant shall be responsible to the Owner for any and all acts or omissions of the Consultant, its employees, Sub-Consultants, and others engaged in the work on behalf of the Consultant.

### **9.3 Warranty**

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9.4 The Consultant shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

#### **9.5 Cleaning the Site and the Project**

9.5.1 The Consultant shall keep the site reasonably clean during performance of the work as stipulated in the RFP document. Upon final completion of the work, the Consultant shall clean the site and the Project and remove all waste, together with all of the Consultant's property.

#### **9.6 Access to Work**

9.6.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Consultant shall take whatever steps necessary to provide access when requested.

#### **9.7 Indemnity**

9.7.1 The Consultant hereby agrees to indemnify and hold the County harmless to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement.

9.7.1.2 The Consultant shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 9.7 by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE X**

## CONTRACT ADMINISTRATION

### 10.1 Administration

10.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for all site work.

10.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Consultant.

10.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

10.1.5 The Owner's Representative will review the Consultant's Applications for Payment and will certify those amounts then due the Consultant as provided in this Contract.

10.1.6 The Owner's Representative, shall, upon request from the Consultant, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

### 10.2 Claims by the Consultant

10.2.1 All Consultant claims shall be initiated by written notice and claim to the Owner at the attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

10.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

#### 10.2.3 *Claims for Additional Time*

10.2.3.1 If the Consultant is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Consultant's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Consultant to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Consultant shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Consultant's basis for requiring additional time in which to complete the Project.

#### 10.2.4 *Claims for Weather Delays*

10.2.4.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Consultant consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

#### 10.2.5 *Excusable Delays*

10.2.5.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due: (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (b) To any acts of the Owner; (c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and (d). To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

### **ARTICLE XI**

#### **CHANGES IN THE WORK**

##### **11.1 Changes Permitted**

11.1.1 *County's Right to Order Changes.* The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Contractor executed by the Owner issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record.

11.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Consultant shall proceed promptly with such changes.

##### **11.2 Change Order Defined**

11.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or

the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

### **11.3 Changes in the Contract Price**

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Consultant as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, then as provided in Subparagraph 11.3.2 below. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3.2 If no mutual agreement occurs between the Owner and the Consultant as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Consultant shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

## **ARTICLE XII**

### **CONTRACT TERMINATION**

#### **12.1 Termination by the Consultant**

12.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Consultant or any person or entity working directly or indirectly for the Consultant, the Consultant may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Consultant for all work executed.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, then the Consultant may terminate performance under this Contract by written notice to the Owner. In such event, the Consultant shall be entitled to recover from the Owner as though the Owner had terminated the Consultant's performance under this Contract for convenience pursuant to Subparagraph 12.2.1.

12.1.3 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

#### **12.2 Termination by the Owner**

##### **12.2.1 *for Convenience***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant

specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

12.2.1.2 The Consultant shall incur no further obligations in connection with the work and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Consultant to assign the Consultant's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Consultant shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has.

12.2.1.4 The Consultant shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Consultant an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(b) Absent agreement of the amount due to the Consultant, the Owner shall pay the Consultant the following amounts:

- i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Consultant would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Consultant under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.3.2 *for Cause*

12.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a



substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

12.3.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, then the Consultant shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.3.2.3 In the event the employment of the Consultant is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XIII**

### **INSURANCE**

#### **13.1 Consultant's Insurance Requirements**

13.1.1 The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million (\$1,000,000.00) Dollars; Automobile Insurance in an amount equal to Five Hundred Thousand (\$500,000) Dollars; Professional Liability Insurance in an amount of Two Hundred Fifty Thousand (\$250,000.00) per claim and Five Hundred Thousand (\$500,000.00) aggregate.

13.1.2 The Consultant shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

13.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

13.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

13.1.5 The Consultant shall maintain in full force and effect at all times during the Contract period all other Professional Insurance policies as required in the RFP document.

13.1.6 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of

trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

## **ARTICLE XIV**

### **MISCELLANEOUS**

#### **14.1 Governing Law**

14.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

#### **14.2 Successors and Assigns**

14.2.1 The Owner and Consultant bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Consultant shall not assign this Contract without written consent of the Owner.

#### **14.3 Severability**

14.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

#### **14.4 Merger**

14.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

#### **14.5 Confidential Information**

14.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

All documents and materials prepared pursuant to the RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

#### **14.6 Litigation and Arbitration**

14.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

#### **14.7 Condition Precedent – Litigation**

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

#### **14.8 Term of Agreement**

14.8.1 The term of a Contract awarded as a result of the RFP shall be from the time the Proposal is awarded until delivery and acceptance of the work solicited by Dawson County.

#### **14.9 Multi-year Contract**

14.9.1 This Contract and Agreement shall not be eligible for multi-year renewal and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed.

14.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

#### **14.10 Section 3 Clause**

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

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

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

14.10.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 2 part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 or upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations of 24 CFR part 135.

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

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

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

## **14.11 Contract Remedies**

14.11.1 The sub-recipient or contractor must maintain compliance. If at any time a recipient, sub-recipient or contractor fails to bring the contract into compliance, DCA, recipient, the sub-recipient, or contractor must withhold all future payments until the contract is in compliance or until other penalties have been levied as stated below.

14.11.1 DCA, the recipient, sub-recipient, or the contractor shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10

business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.

B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for noncompliance.

If DCA, the recipient, sub-recipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.

C. If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns.

D. DCA, the recipient, sub-recipient, or the contractor will hold all funds due to the violating party until such time that a financial workout is completed. *Additionally, the violating party may be banned by DCA, the recipient, the sub-recipient and the contractor on future HUD funded projects.*

#### **14.12 Notices**

14.12.1 Any notice to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

Owner: Consultant:

Dawson County Board of Commissioner

Attn: Melissa Hawk Attn:

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Phone: 706-344-3500 ext. 42223

Email: mhawk@dawsoncounty.org

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

**OWNER:**  
**DAWSON COUNTY, GEORGIA**

**CONSULTANT:**

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

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

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

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

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

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

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

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

**Attest:**

**Attest:**

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

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

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

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

**Title:** County Clerk

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

EXHIBIT "A"  
SCOPE OF WORK

- End of Exhibit "A" -

EXHIBIT "B"  
PROJECT PRICE PROPOSAL FORM

-End of Exhibit "B"



EXHIBIT "C"

**AFFIDAVIT OF PAYMENT OF CLAIMS**

**(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)**

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ appeared before me \_\_\_\_\_, a Notary Public, in  
and for \_\_\_\_\_, and being by me first duly sworn states that all  
sub-consultants and suppliers of labor and materials have been paid all sums due them to date for work  
performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and \_\_\_\_\_(Consultant), last signed  
\_\_\_\_\_, 20\_\_ for the RFP #354-19 Consultant Services for 53 Corridor Overlay and  
Development and Design Guidelines 400 Corridor Update.

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

TITLE: \_\_\_\_\_

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

Subscribed and sworn to before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(Notary Seal)

- **DEVELOPMENT AND DESIGN GUIDELINES, GEORGIA 400 CORRIDOR TO FOLLOW-**

# DEVELOPMENT AND DESIGN GUIDELINES GEORGIA 400 CORRIDOR DAWSON COUNTY, GEORGIA



**Adopted by the Board of Commissioners  
December 18, 2000**

**Prepared Under Contract By:**

**JERRY WEITZ, PH.D., AICP  
PLANNING & DEVELOPMENT CONSULTANT  
ALPHARETTA, GEORGIA**

**In Association With:**

**Jeff Watkins, AICP  
Cumming, Georgia**

A RESOLUTION AMENDING THE LAND USE RESOLUTION OF DAWSON COUNTY, GEORGIA, APPROVED AND ADOPTED IN REGULAR SESSION BY THE BOARD OF COMMISSIONERS FEBRUARY 23, 1998, AS AMENDED, TO ADOPT BY REFERENCE THE DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR, TO PROVIDE FOR VARIANCES AND APPEALS, TO PROVIDE FOR SEVERABILITY, TO REPEAL CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

WHEREAS, THE BOARD OF COMMISSIONERS APPOINTED A COMMITTEE OF INTERESTED CITIZENS TO STUDY AND RECOMMEND DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR; AND

WHEREAS, THE BOARD HAS COMMISSIONED A CONSULTANT TO PREPARE DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR; AND

WHEREAS, THE COMMITTEE HAS REVIEWED AND CONSENTED TO THE ADOPTION OF THE DEVELOPMENT AND DESIGN GUIDELINES PREPARED BY THE CONSULTANT FOR THE GEORGIA 400 CORRIDOR; AND

WHEREAS, THE DAWSON COUNTY PLANNING COMMISSION HAS CONSIDERED THIS MATTER; AND

WHEREAS, THE DEVELOPMENT AND DESIGN GUIDELINES ADDRESS GRADING AND SITE DEVELOPMENT, LANDSCAPING, PEDESTRIAN CIRCULATION, VEHICULAR ACCESS, ARCHITECTURE, SIGNAGE, OUTDOOR LIGHTING, AND OTHER ASPECTS OF SITE DEVELOPMENT;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA, AND IT IS HEREBY RESOLVED BY THE AUTHORITY OF THE SAME THAT THE LAND USE RESOLUTION IS AMENDED IN THE FOLLOWING RESPECTS:

I.

ARTICLE V, "GENERAL PROVISIONS" IS AMENDED TO ADD A NEW SECTION 509, "DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR" TO READ AS FOLLOWS:

509.1 Adoption by Reference. The "Development and Design Guidelines for the Georgia 400 Corridor, Dawson County, Georgia," pages 1-101, are hereby adopted by reference and made a part of this resolution.

509.2 Applicability. All development applications, except for single-family dwellings on individual lots, on properties lying wholly or partially within the Georgia 400 Corridor, shall be subject to the Development and Design Guidelines for the

Georgia 400 Corridor. The boundaries of the Georgia 400 corridor shall be the north and south portions of the Georgia 400 Overlay District as shown on the Dawson County, Georgia Overlay Districts Plan on file in the office of the Planning Director, and as shown on a map within the Development and Design Guidelines. In the event that questions arise regarding whether a property lies within the Georgia 400 corridor, the Planning Director shall make the determination. In the event that a proposed development lies only partially within the Georgia 400 corridor, the entire development, including lands outside the corridor, shall be subject to the guidelines.

509.3 Interpretation and Administration. The guidelines shall be interpreted by the Planning Director. When the word “shall” is used in a particular provision, that provision shall be mandatory and the development must be consistent with that guideline. When the word “should” is used in a particular provision, that provision is a recommended practice, and development is encouraged to meet that guideline. Although guidelines with the word “should” are not regulations per se, applicants must demonstrate good faith effort to meet said guidelines and provide reasons why deviation from said guidelines is necessary. The Planning Director may approve developments that do not meet all non-mandatory guidelines, but the Planning Director shall not be authorized to approve a development that does not meet all mandatory guidelines. The Planning Director may also withhold development approval where, in his or her judgment, the development applicant has failed to present a good faith effort to meet the guidelines.

509.4 Variances. Variances to the mandatory guidelines may be made upon application to the Planning Director and approved by the Dawson County Board of Commissioners after a public hearing. Variances to the mandatory guidelines are not subject to the provisions of Article VIII of the Land Use Resolution; provided, however that the criteria established in Section 802 of the Land Use Resolution shall be used as a basis for considering variance requests.

509.5 Appeals. Any development applicant aggrieved by an interpretation or administrative action of the Planning Director pursuant to this section may file an appeal with the Dawson County Board of Commissioners on forms prescribed by the Planning Director. The Board may affirm or overturn the decision or interpretation of the Planning Director in the administration and interpretation of this section.

## II.

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION BY THE BOARD OF COMMISSIONERS.

III.

ALL RESOLUTIONS AND ORDINANCES IN CONFLICT WITH THIS RESOLUTION  
ARE REPEALED.

Adopted, this the 18<sup>th</sup> day of December, 2000.

---

Robert L. Wallace, Chairman

---

Shane Long, Commissioner, District 1

---

Tracey Phillips, Commissioner, District 2

---

Jim King, Commissioner, District 3

---

Julie Hughes Nix, Commissioner, District 4

Attest:

---

Bill Johnsa, County Manager

Approved as to Form:

---

Joseph Homans, County Attorney

**DEVELOPMENT AND DESIGN GUIDELINES  
GEORGIA 400 CORRIDOR  
DAWSON COUNTY, GEORGIA**

**CONTENTS**

CHAPTER ONE	INTRODUCTION AND OVERVIEW	4
1.1.	ABOUT URBAN DESIGN	4
1.2.	PURPOSE AND INTENT	4
1.3.	GEORGIA 400 CORRIDOR	5
1.4.	EXISTING CONDITIONS AND VISION FOR THE CORRIDOR	7
CHAPTER TWO	SITE PLANNING AND GRADING	8
2.1.	Site Planning	8
2.1.1.	Relate Design to Site and Surroundings	8
2.1.2.	Evaluate, Retain, and Incorporate Natural Features	8
2.1.3.	Protect Environmentally Sensitive Areas	9
2.1.4.	Create Public Spaces and Amenity Areas	9
2.2.	Grading	14
2.2.1.	Site Preparation, Filling, and Grading	14
2.2.2.	Drainage and Erosion Control	15
2.2.3.	Retaining Walls	16
2.2.4.	Utilities	16
2.2.5.	Berms	17
CHAPTER THREE	PEDESTRIAN CIRCULATION	18
	Pedestrian Systems Must Be Provided	18
CHAPTER FOUR	VEHICLE ACCESS AND CIRCULATION	22
4.1.	Principal Site Access	22
4.2.	Service Functions	29
4.3.	Off Street Parking	29
CHAPTER FIVE	LANDSCAPE	31
5.1.	Generally	31
5.2.	Buffers	32
5.2.1.	Buffers Abutting Residential Districts	32
5.2.2.	Buffers Along Georgia 400 Right-Of-Way in North Portion of Corridor	33
5.2.3.	Buffer Standards	33
5.3.	Right-of-Way Frontage Planting Strips	34
5.4.	Tree Protection	35
5.5.	Parking Lot Landscaping	41
5.6.	Street Trees	46
5.7.	Irrigation	47

CHAPTER SIX	ARCHITECTURE OF PRINCIPAL BUILDINGS	48
6.1.	Generally	48
6.2.	Style	48
6.3.	Exterior Materials	49
6.4.	Colors	53
6.5.	Awnings and Canopies	53
6.6.	Parapets	53
6.7.	Cornices	53
CHAPTER SEVEN	ACCESSORY STRUCTURES AND AREAS	57
7.1.	Generally	57
7.2.	Trash Enclosures	57
7.3.	Mechanical Equipment	57
7.4.	Fences and Walls	57
CHAPTER EIGHT	COMMERCIAL DEVELOPMENT	61
8.1.	Generally	61
8.2.	Pedestrian Retail Districts	62
8.3.	Automobile Sales, Parts, and Service Establishments	65
8.4.	Convenience Stores	68
8.5.	Commercial Display Lots	69
8.6.	Fast Food Restaurants	70
8.7.	Shopping Centers	72
CHAPTER NINE	INDUSTRIAL USES	74
9.1.	Industrial Districts	74
9.2.	Screening of Industrial and Storage Yards	74
CHAPTER TEN	MULTI-FAMILY RESIDENTIAL DEVELOPMENT	76
CHAPTER ELEVEN	EXTERIOR LIGHTING	78
11.1.	Generally	78
11.2.	Mounting Poles and Height	78
11.3.	Types of Lighting	81
11.4.	Architectural Lighting	81
11.5.	Maximum Illuminance Levels	82
CHAPTER TWELVE	SIGNAGE	83
12.1.	Generally	83
12.2.	Sign Placement	83
12.3.	Sign Type	83
12.4.	Sign Design and Materials	84
12.5.	Sign Lighting	84



12.6. Sign Programs	84
12.7. Flags	84
CHAPTER THIRTEEN      APPLICATION REQUIREMENTS	88
13.1. Generally	88
13.2. Site Plan Requirements and Specifications	88
13.3. Landscaping Plan	88
13.4. Lighting Plan	88
13.5. Development and Construction in Accordance with Approved Plans	88
GLOSSARY	89
REFERENCES	97
APPENDIX: APPLICATION REVIEW CHECKLIST	98

## CHAPTER ONE

### INTRODUCTION AND OVERVIEW

#### 1.1. ABOUT URBAN DESIGN

Urban design is a discipline that describes and evaluates the characteristics and interrelationships of all elements of the three-dimensional form of the urban environment. Urban designers use an interdisciplinary approach that combines architecture, landscape architecture, and urban planning. Urban designers interrelate and arrange various elements of the built environment—distance, materials, scales, views, building style, road alignments, vegetation and other items—to form an attractive built environment. In doing so, urban designers are concerned not only with people observing the built environment from fixed points with particular developments, but also with observers moving by and perceiving buildings from further distances.

Careful attention to attractive and pedestrian-friendly urban design is in the economic interests of the county, its citizens, and business owners. Attractive and integrated urban design features tend to improve an area's image, raise overall property values, attract new businesses and residents, and improve the quality of life. Research and experience have shown that there is a positive return on investment for design features, for both government and property owners. For example, the money a community spends on landscaped roadway medians, sidewalks, and street trees is likely to be amply returned in the form of increased tax revenue resulting from the overall increase in property values that accompanies attractive and desirable urban areas.

Design guidelines are a set of criteria, uniformly applied in the planning approval process, to evaluate the appropriateness of proposed changes to individual properties in a designated district. The ultimate goal of design guidelines is to direct physical and visual changes in the district to create an architecturally and physically cohesive area of specified character. Design guidelines are meant to create a strong identity for the area as a distinctive place to shop, visit, work, and live. Design guidelines are a means of bringing together the interests of individual property owners and the general public to achieve mutual benefits.

#### 1.2. PURPOSE AND INTENT

The subject area, the Georgia 400 corridor, contains multiple property owners with differing interests. Developers in the corridor have commissioned or will commission different architects, each with their own unique motivations and styles. As projects are designed and developed in the corridor, designers tend to focus on their own site as a self-contained unit.

Left to its own workings, the real estate market has already shown signs that it will produce development that is dominated by single-function land uses, buildings that are not coordinated with adjacent buildings and isolated from other uses, and circulation systems that serve exclusively the automobile. The intersection of Georgia 400 and State Route 53 has already developed as the equivalent of a city center at a highway

interchange—shopping centers, restaurants, hotels, and apartments—one where buildings do not fully relate to one another and where the only way to get around is by car. The Georgia 400/ State Route 53 interchange development represents at least a partial example where urban design opportunities have been overlooked—a lost opportunity of sorts.

Without guidance from the county, future developments in the Georgia 400 corridor will likely be self-contained, fragmented compartmentalized, without coherence and relationship with other developments. Without guidance, developers are unlikely to interrelate streets, buildings, human uses, and natural systems in a manner that results in a coordinated, pleasing, and sustainable built environment across property lines. Unless additional guidance is provided, the corridor will most likely witness additional development that results in an uncoordinated jumble of box stores, repetitive parking lot entrances, and blank building walls.

The purpose of these guidelines is to help site planners and urban designers look beyond their individual buildings and single parcels of land to shape the physical features of their development in a manner consistent with preferred principles of community design. The guidelines seek to help unify what would otherwise become a disparate and irreconcilable collection of land uses and architectural traditions.

In presenting these guidelines, however, it is not the county's intent to adopt an overall architectural theme for the corridor. The corridor is not envisioned to become one monotonous strip where all shopping centers look the same, or are designed to provide one big festival marketplace. No single checklist can define what is good and bad design. Rather, the county intends to provide general guidance while allowing site designers the flexibility to propose multiple ways of meeting the letter and spirit of the guidelines. Furthermore, it is not the intent of these guidelines to try and convert what is surely an auto-related corridor into purely pedestrian friendly developments. However, elements of human scale and reasonable accommodations for pedestrians are integral components of the guidelines.

### **1.3. GEORGIA 400 CORRIDOR**

The development and design guidelines contained in this document shall apply to the Georgia 400 overlay district shown on the following corridor boundary map. All parcels lying wholly or partially within the corridor boundary shall be subject to these guidelines.

#### 1.4. EXISTING CONDITIONS AND VISION FOR THE CORRIDOR

The Dawson County Georgia 400 overlay zone addresses the area adjacent to Georgia 400. The southern part of the corridor is currently (Year 2000) undergoing intense development pressure. Since this area is the main gateway to Dawson County, the development within this zone will have an immediate impact on how residents and travelers view the community. While development is logically suited for this area, it must be done in a quality, well-planned manner.

High quality, mixed use development of commercial, light industrial, office, and residential is highly encouraged in this area. The southern portion of the corridor should have visual and functional designs that will create a pleasing environment for people to shop, conduct business, and reside. The long-term maintenance of this corridor as a place of distinctive character is in the vital interests of Dawson County.

The northern portion of the Georgia 400 corridor is still fairly rural in character. Development within this zone should attempt to retain a rural character through carefully planned site layout, landscaping, and architecture. Mixed use development of commercial, industrial, office, institutional, and residential that is compatible with the visual quality of this portion of the corridor is highly encouraged. Certain guidelines established herein apply only to the northern portion of the Georgia 400 corridor.



GA 400 North, north of commercial center at intersection of SR 53

The northern portion of the Georgia 400 corridor is still quite rural. The guidelines encourage the maintenance of a more rural landscape in the north portion of the corridor, through a buffer requirement along the right-of-way and a higher landscaped coverage ratio.

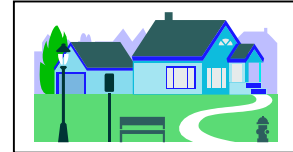
## CHAPTER TWO

# SITE PLANNING AND GRADING

## 2.1. SITE PLANNING

### 2.1.1. Relate Design to Site and Surroundings

A. The site plan, building design and landscaping of new development should achieve high quality and appearance, which will enhance and be compatible with the character of the surrounding area.



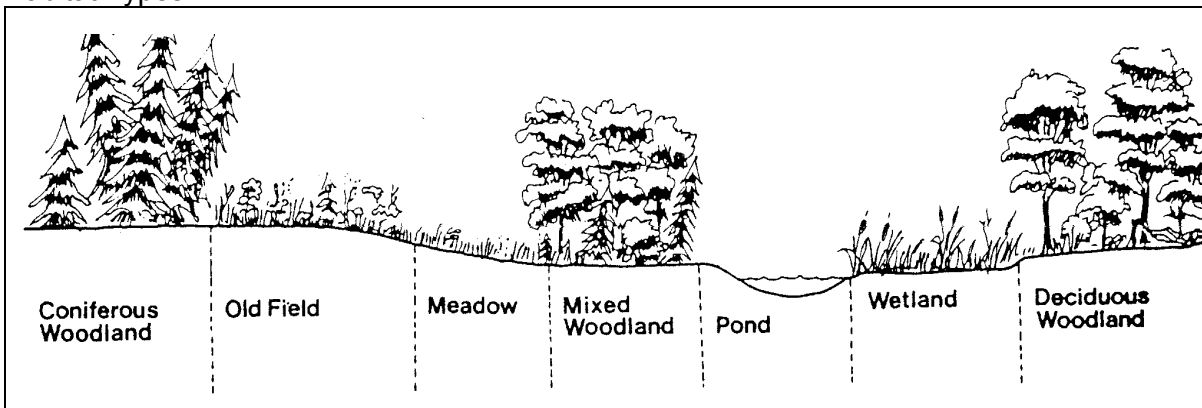
B. Site planning and design of projects proposed adjacent to dissimilar land uses should carefully address the potential undesirable impacts on existing uses. These impacts may include traffic, parking, circulation and safety issues, light and glare, noise, odors, dust control and security concerns.

### 2.1.2. Evaluate, Retain, and Incorporate Natural Features

A. Evaluate the proposed development's compatibility with the existing environment to determine the limitations and capabilities of the site for development. Development should be limited to a level that does not exceed the capabilities and requirements of a healthy environment.

B. Significant site features such as natural ground forms, large rock outcroppings; water and significant view corridors shall be identified and should be incorporated into development plans.

#### Habitat Types



Source: DeChiara and Koppelman 1984.

C. Riparian zones, stream corridors, and wetlands should be protected for their wildlife habitat and other values. Development plans for these areas should treat these components as assets. The alteration or improvement of significant natural resource areas may be permitted so long as relevant regulations are followed, potential losses are mitigated, and best management practices are employed to minimize permanent damage.

D. Preserve patches of high-quality habitat, as large and circular as possible, feathered at the edges, and connected by wildlife corridors.

E. The design of outdoor spaces should recognize and incorporate views, solar angles, climate, and the nature of outdoor activities which could occur in conjunction with the project.



### **2.1.3. Protect Environmentally Sensitive Areas**

A. Conserve and protect natural resources, including air quality, trees, natural vegetation, existing topography, streams, creeks, wetlands, watersheds, water quality, and wildlife habitat.

B. Limit development in environmentally sensitive areas such as severe topography and areas with drainage problems. This guideline is considered particularly applicable in the northern portion of the Georgia 400 corridor.

C. Major considerations concerning water quality should include: organic pollution from infiltration and surface runoff; erosion and sedimentation; water temperature elevation; nutrients such as nitrogen and phosphorous; and toxic materials.

D. Flood plain storage should not be decreased from its present state. Utilize areas of flood plain for open space and recreational purpose, whenever possible.

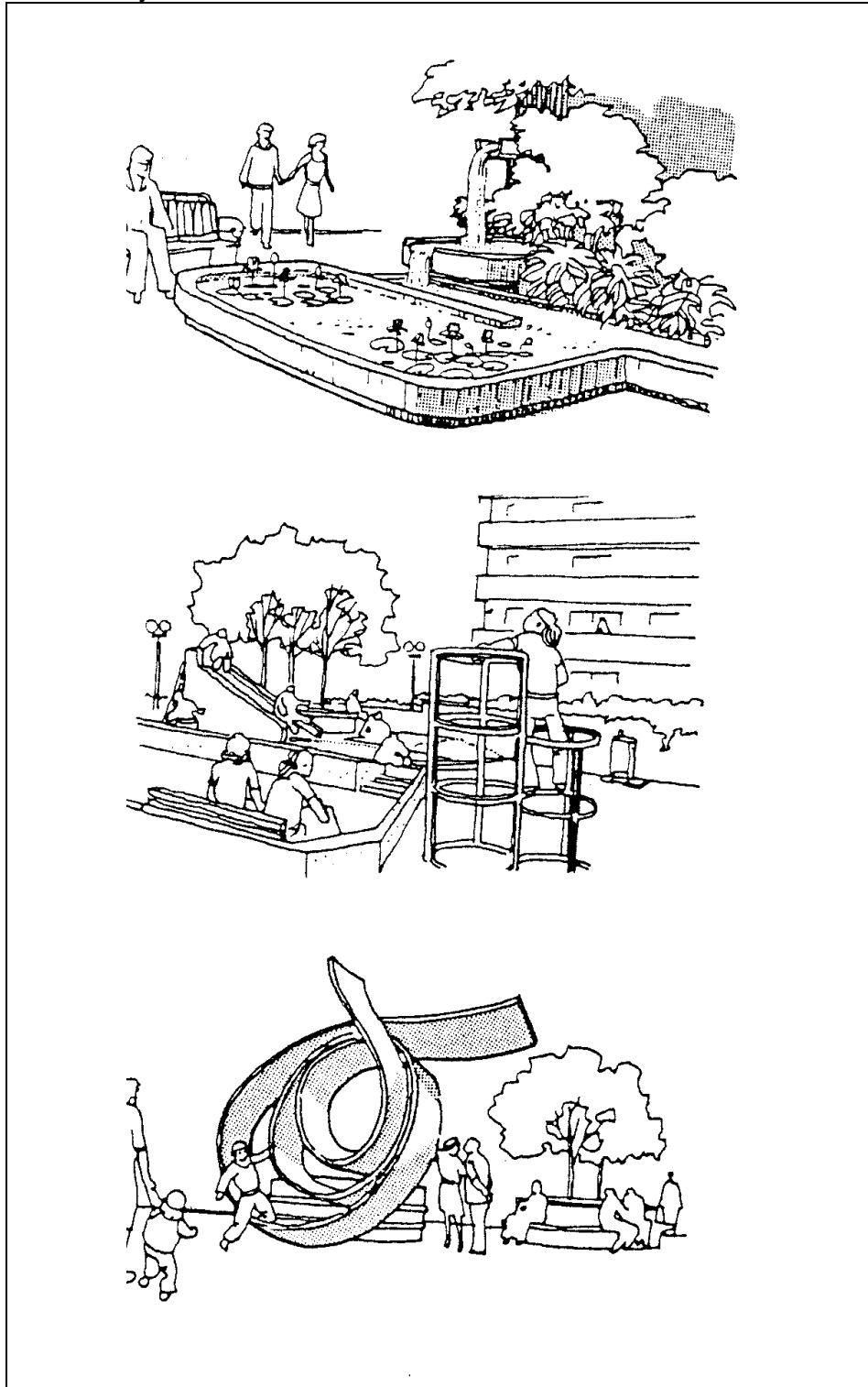
E. Restore and enhance environmental functions damaged by prior site activities.

### **2.1.4. Create Public Spaces and Amenity Areas**

A. Development should include public plazas, courtyards, and similar amenities or public assembly areas that are visible from the street and accessible from the business or other use. Such amenities should be scaled appropriately to the size and location of the project.

B. Outdoor spaces, which are particularly encouraged, include courtyards, patios, plazas, covered walkways (arcades and colonnades), passages, gardens, and trellised areas.

Outdoor Spaces. Fountains, play equipment, and artwork add visual interest and functions to amenity areas.



Source: DeChiara and Koppelman 1984.





Play area at North Georgia Premium Outlets



Pedestrian Corridor at North Georgia Premium Outlets



Public Space and Pedestrian Amenities at North Georgia Premium Outlets



Close up of Pedestrian Features at North Georgia Premium Outlets



Trellises at North Georgia Premium Outlets



Dawson 400 shopping center

This clock tower at Century South Bank is an excellent amenity feature that adds visual interest to the shopping center. It is also well landscaped at the base (recommended practice).

## 2.2. GRADING

### 2.2.1. Site Preparation, Filling, and Grading

A. Abrupt or unnatural-appearing grading design is not allowed. Grading on new project sites should blend with the contours of adjacent properties with minimum alteration of the natural topography necessary to accomplish the development.

B. The area under the drip line of all existing trees to be retained should be fenced prior to construction with orange plastic tree fencing material. Grading under the drip line of trees to be retained on site is prohibited so as to prevent soil compaction and significant root damage.



C. Proposed cut and fill slopes should be rounded off both horizontally and vertically.

D. Balancing the cut and fill is highly encouraged.

E. No fill, removal, or modification of a riparian area should be approved unless there is no reasonable and feasible alternative, as determined by the county.

F. Preserve smooth flowing planes in the ground form; minimize steep slopes and avoid harsh, easily eroded banks.



Graded site adjacent to Kroger Shopping Center

This site has been graded level for development. Trees that may have contributed to the character of the development have not been saved. Grading should retain certain features of the natural topography, where possible.



Remax at Henry Grady Highway

- Grading practices on this site left a scarred, exposed cut adjacent to the site.
- Slopes should meet good engineering specifications (e.g., 2:1) and the exposed earth should be stabilized and covered to prevent erosion.

### **2.2.2. Drainage and Erosion Control**

- A. All onsite drainage shall be collected and conveyed to an approved storm drainage system.
- B. Consider minimizing runoff by clustering development on the least porous soils. Consider using infiltration devices. Evaluate and if appropriate install permeable pavements for overflow and employee parking areas where possible.
- C. Natural on-site drainage patterns should be used where practicable. Detain runoff with open, natural drainage systems where possible.
- D. Design man-made lakes and storm water ponds for maximum habitat value.
- E. Best erosion control practices should be followed.

### 2.2.3. Retaining Walls

- A. The height and length of retaining walls should be minimized and screened with appropriate landscaping. Tall, smooth faced concrete retaining walls are discouraged—walls visible from the right-of-way should be faced with brick, stone, or other architectural treatment.
- B. Terracing should be considered as an alternative to the use of tall or prominent retaining walls, particularly in highly visible areas on hillsides.



Industrial Area, Dawson County

A highly visible, long, smooth, concrete retaining wall that should be finished with brick, stone, or other architectural finish, or otherwise screened from view from the public right-of-way.

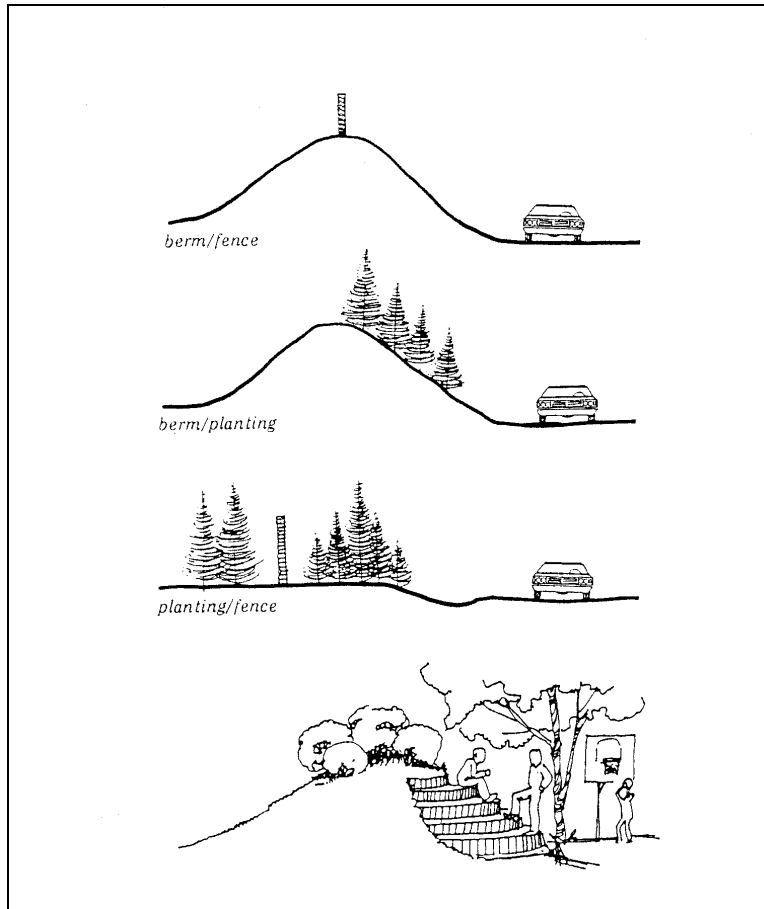
### 2.2.4. Utilities

- A. Any utility installation proposed should be carefully assessed to insure against physical and visual damage to the landscape.
- B. Utility easements should be coordinated and combined to minimize the number of additional easements and stream and road crossings needed.
- C. All individual utilities serving developments shall be installed underground.

### 2.2.5. Berms

Berms should be used to provide visual and acoustical separation from vehicle traffic and incompatible land uses. The height and slope of a berm should vary to provide for visual interest and a more natural effect.

When used for screening, berms can be combined with a fence or planting. Berms should be constructed of good quality soil (for planting) on top of landfill, separated by an impervious layer of clay. Berms can be used for other purposes, besides screening, too, like recreational seating.



Source: DeChiara and Koppelman 1984.

## CHAPTER THREE

### PEDESTRIAN CIRCULATION

#### PEDESTRIAN SYSTEMS MUST BE PROVIDED

A. All likely pedestrian routes should be identified in the design phase and provided for in the design process. These include linkages to individual buildings, neighboring properties, and access ways along public roads. Identifying pedestrian routes in advance will eliminate poor selection of landscape areas that become damaged due to pedestrian "short cuts."



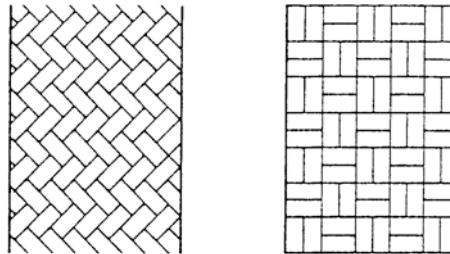
B. All site facilities and amenities shall be accessible to people with disabilities in accordance with the applicable federal and state codes.



C. Pedestrian circulation should take precedence over vehicular circulation.

D. Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures or colors should be provided to emphasize the conflict point and improve its visibility and safety. Brick pavers and other special paving materials and overhead features are encouraged to distinguish pedestrian walkway surfaces and areas.

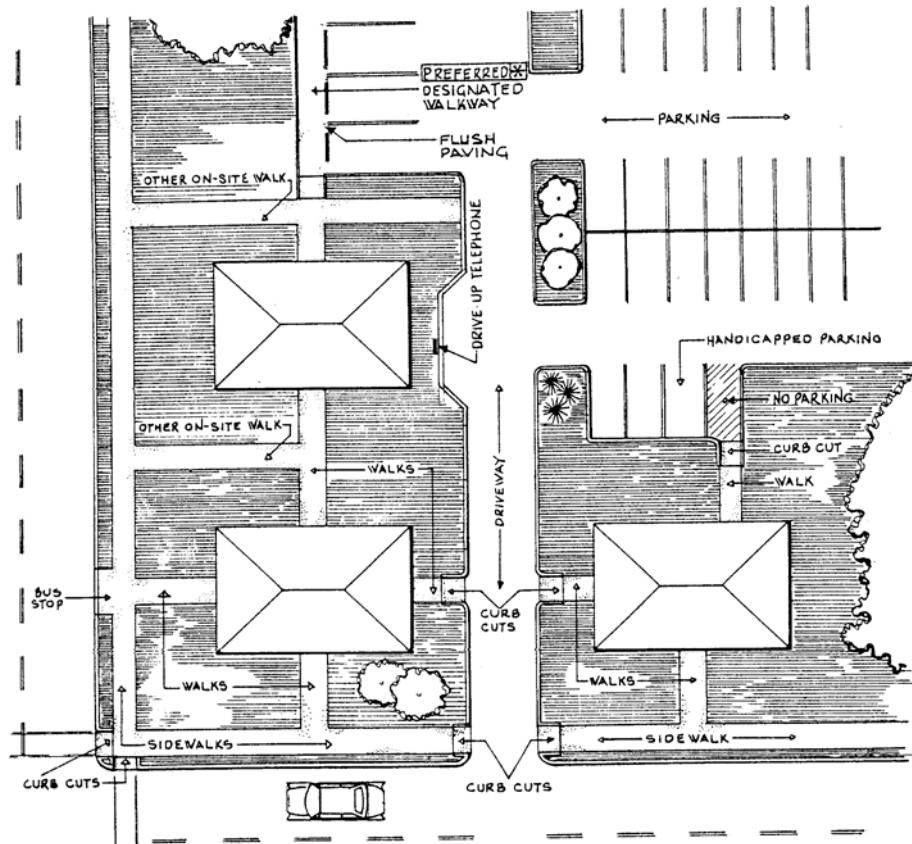
Herringbone and basket weave patterns are preferred.



Source: DeChiara and Koppelman 1984.

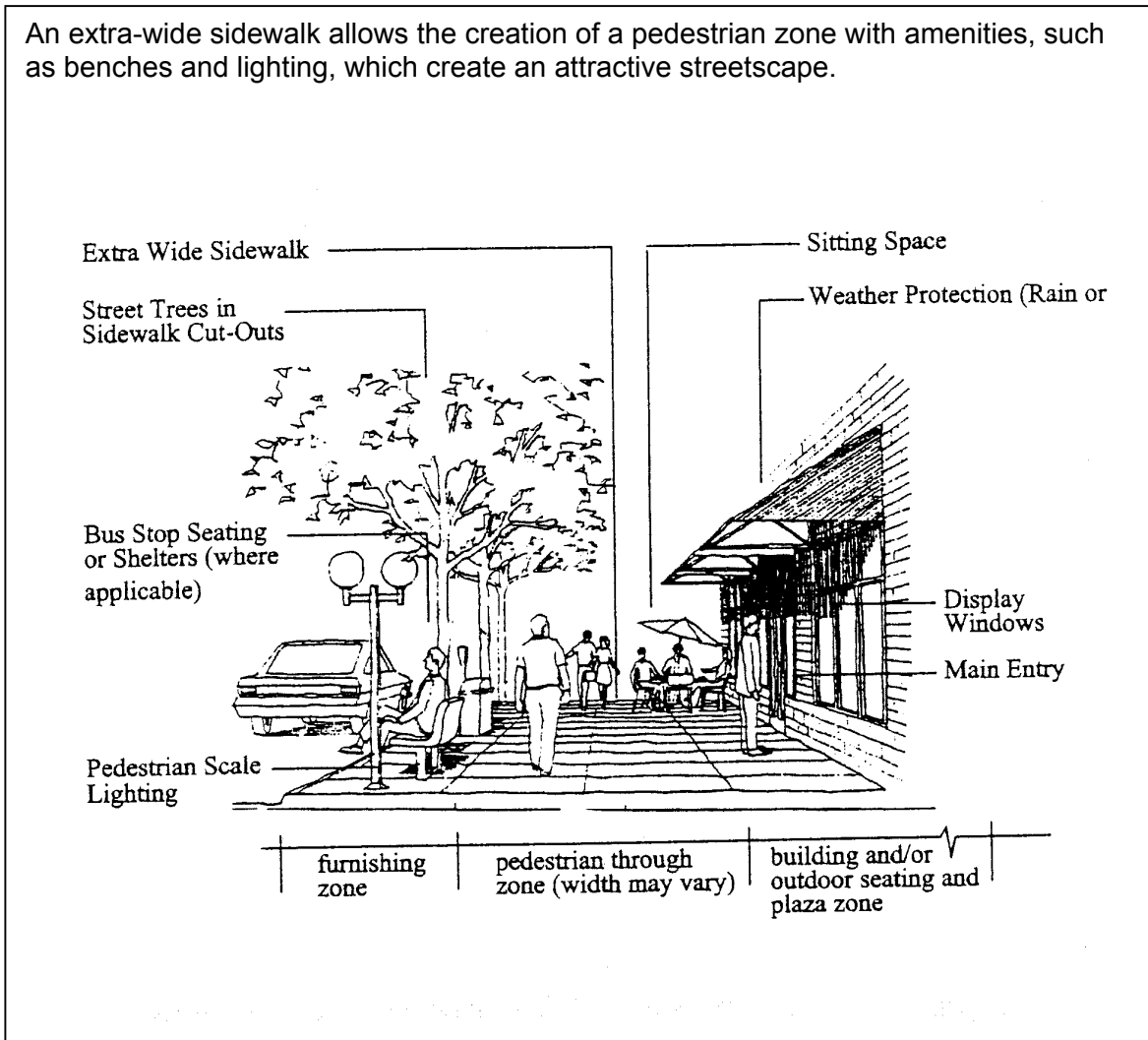


Pedestrian Access. Multiple buildings should be linked with on-site and off-site walkways. Handicapped access shall be provided with curb ramps and designated handicapped parking.



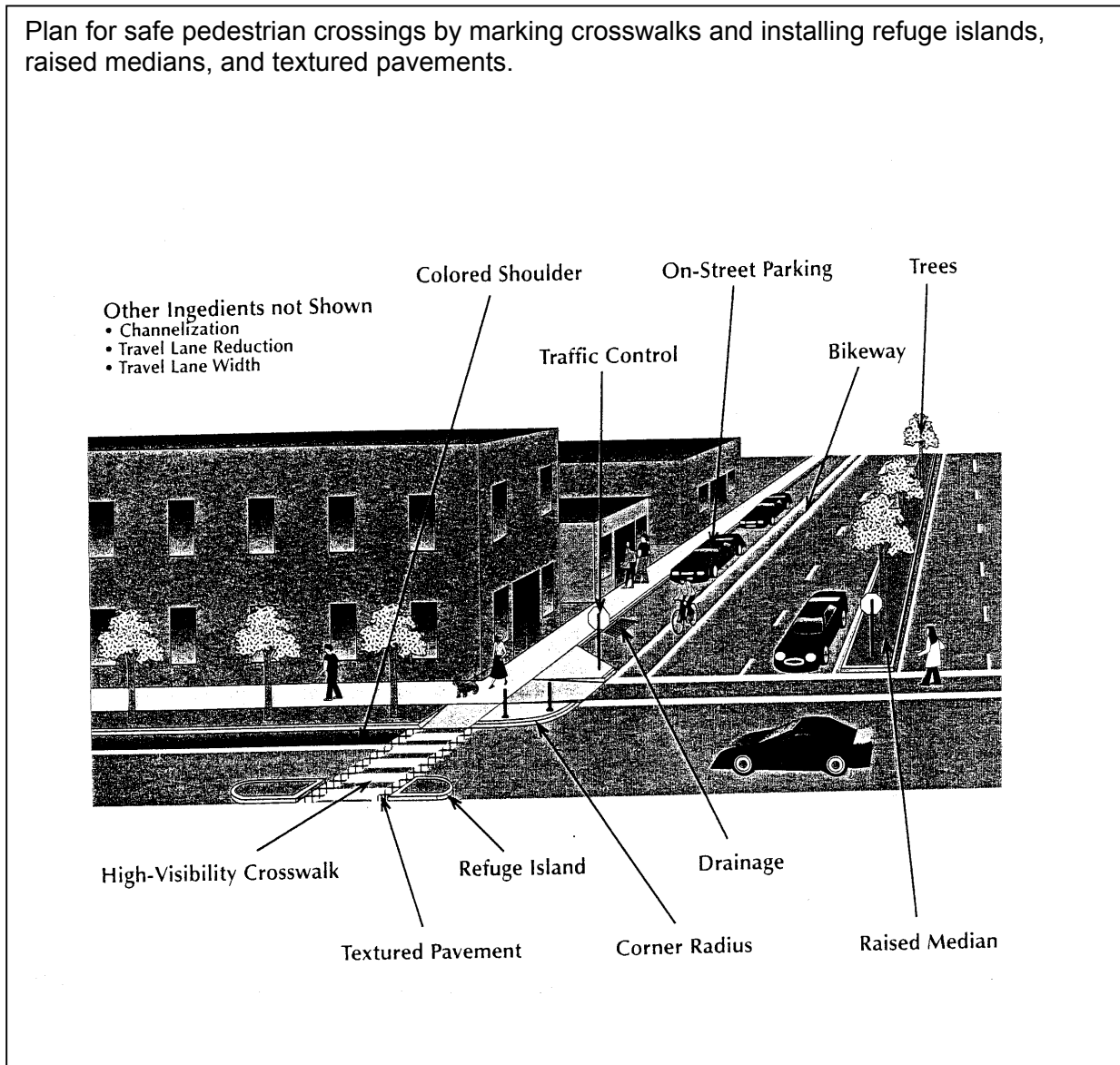
Source: DeChiara and Koppelman 1984.

An extra-wide sidewalk allows the creation of a pedestrian zone with amenities, such as benches and lighting, which create an attractive streetscape.



Source: Oregon Transportation and Growth Management Program. 1999c.

Plan for safe pedestrian crossings by marking crosswalks and installing refuge islands, raised medians, and textured pavements.



Source: Oregon Transportation and Growth Management Program. 1999a.

## CHAPTER 4

### VEHICLE ACCESS AND CIRCULATION

#### 4.1. PRINCIPAL SITE ACCESS

A. The entire parcel, rather than simply a particular project, should be considered in formulating and approving access plans.



B. A public frontage road shall be required parallel to Georgia 400.

C. Parcels should not be subdivided such that they each require individual access to a state highway. If the parcel has frontage on a secondary or frontage road, access points shall occur there and not on a highway.

D. The number of driveways shall be minimized, consistent with appropriate principles of highway and road access management and traffic engineering. Curb cuts (driveway accesses) will generally be restricted in number to one entrance and exit drive per development, if no other access is available.

E. Inter-parcel site access should be provided to adjacent properties.

F. Shared driveways between two parcels, at the property line, may be required.

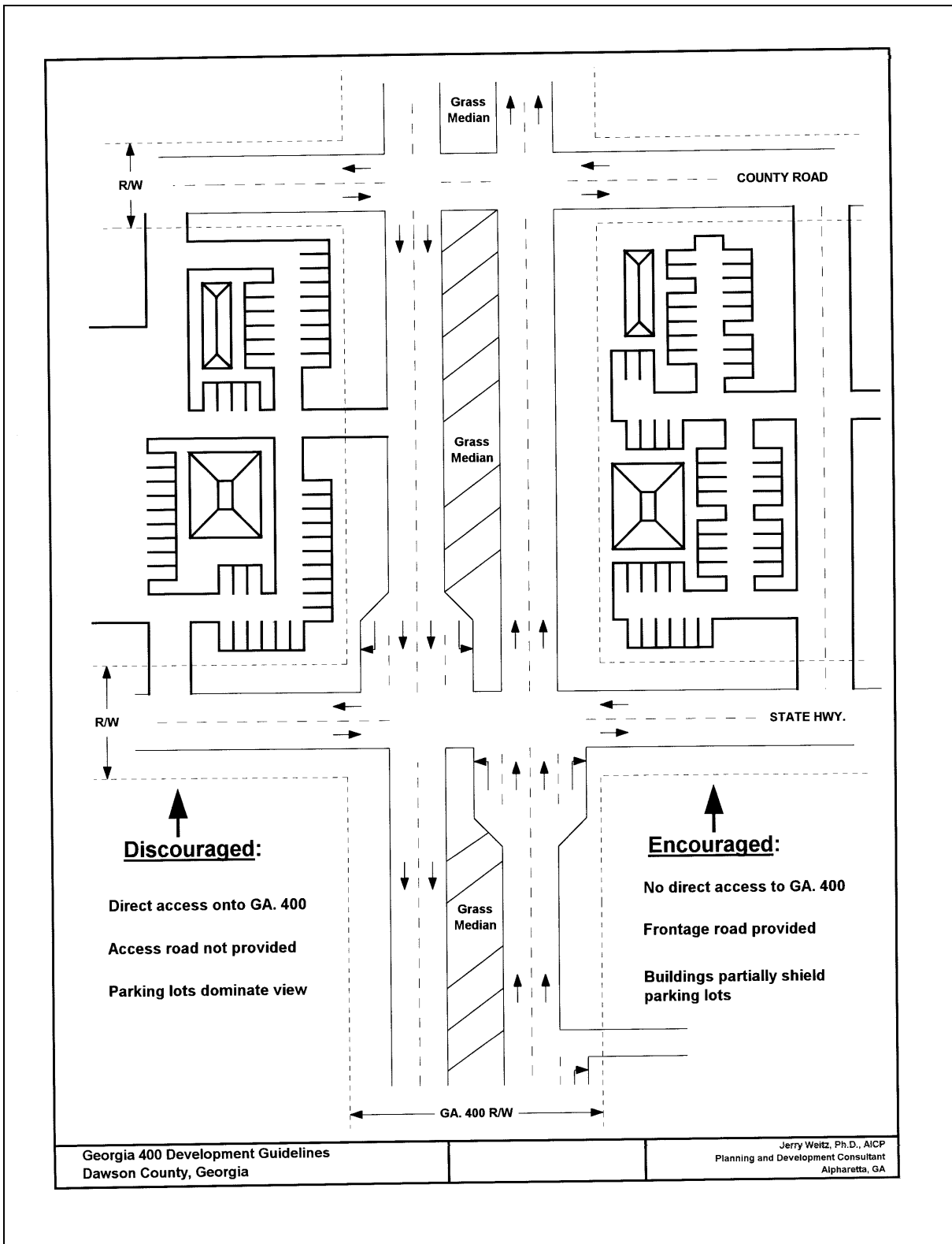
G. New driveways should be sited away from or immediately opposite street intersections.

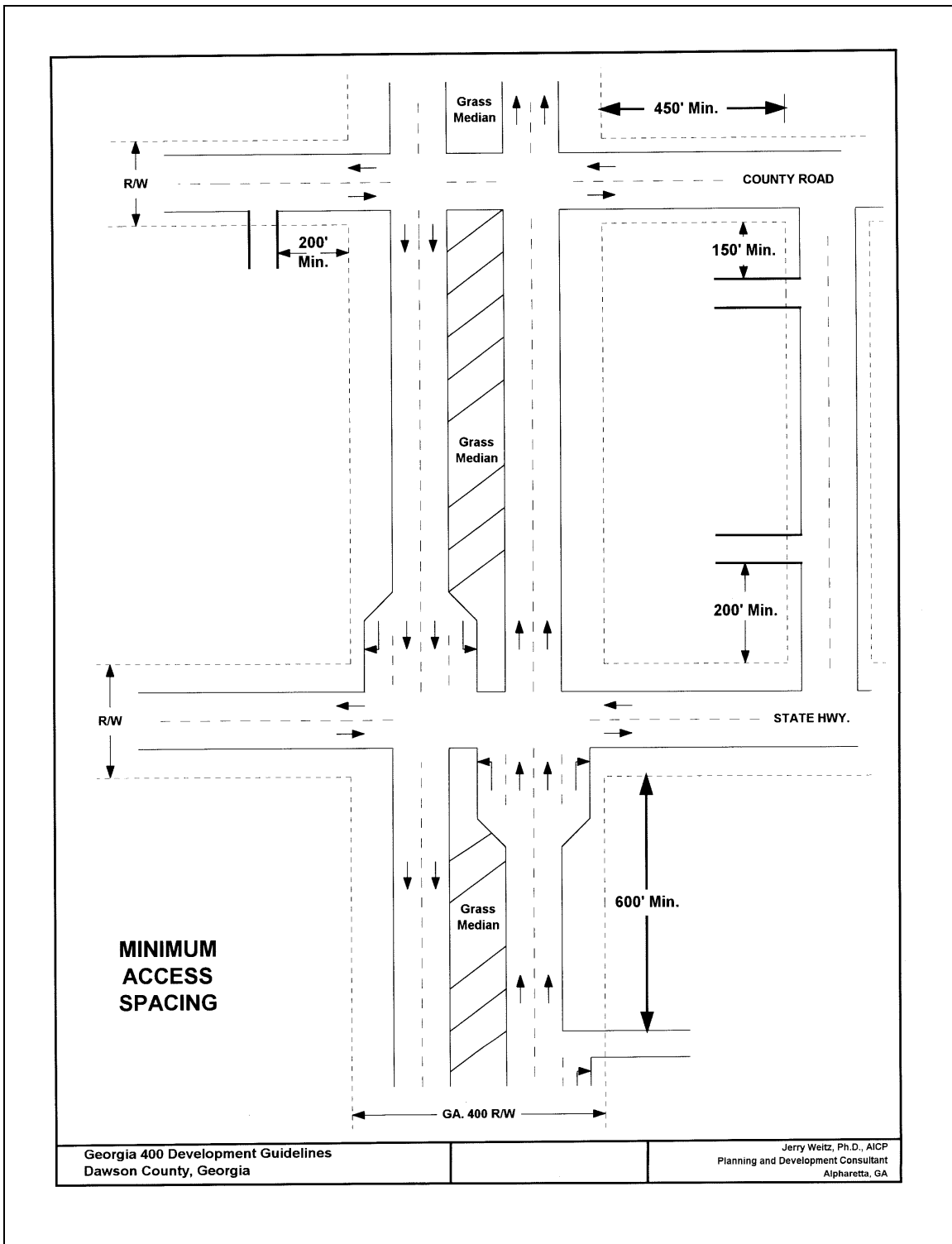
H. Provide adequate driveway length. Driveways should be long enough to allow adequate space for vehicles pulling off the road and stacking to enter the road.

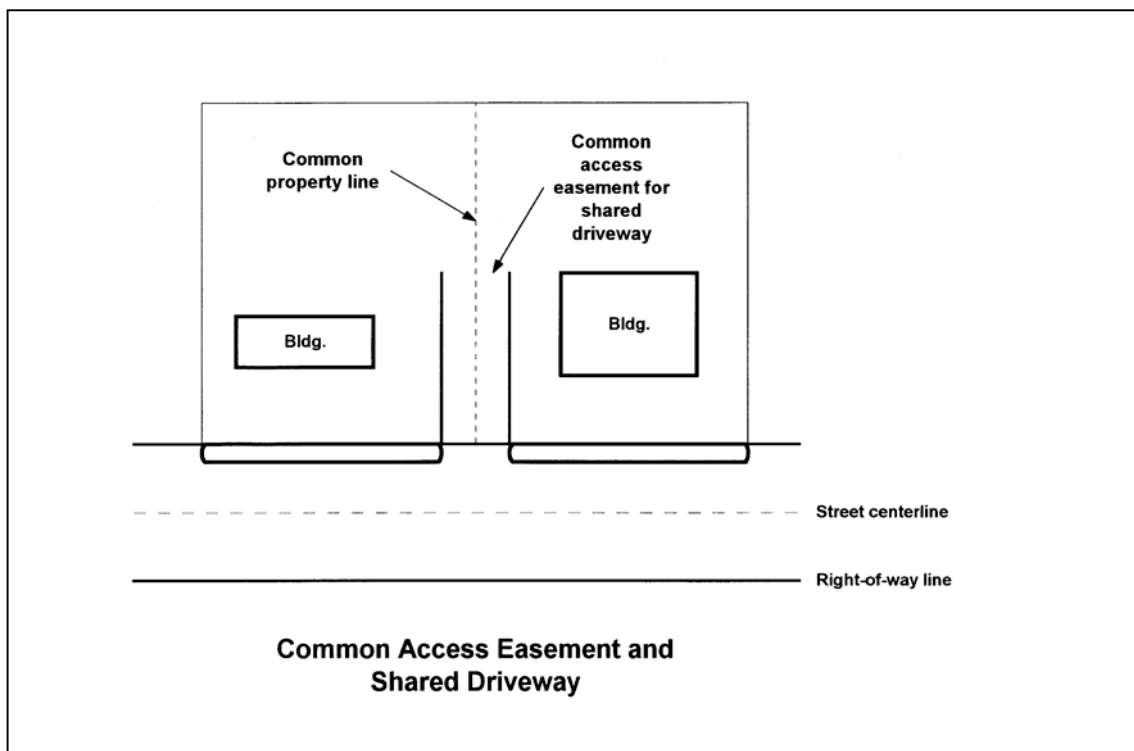
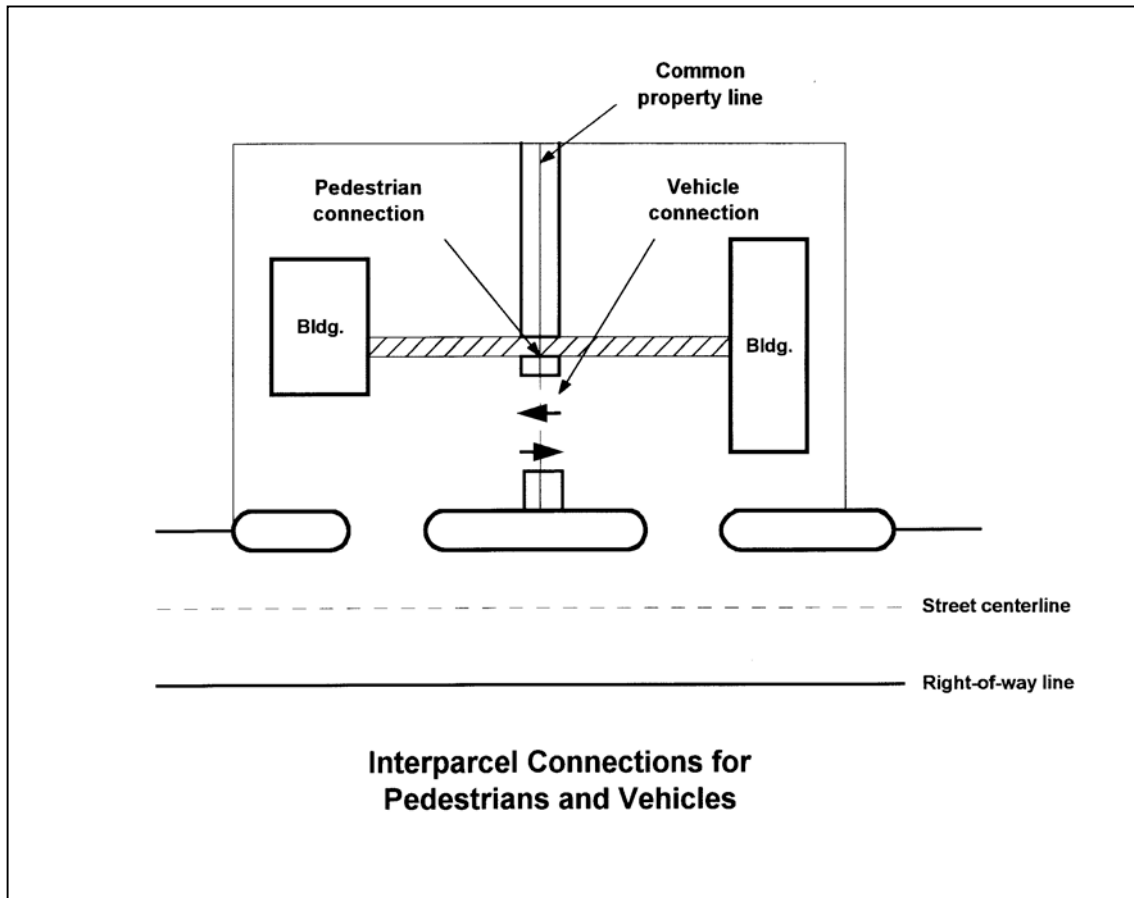
I. The width of curb cuts shall be minimized, but shall always meet the requirements of emergency service vehicles. A wider curb cut may be required on a higher speed highway.

J. All elements of the site design shall accommodate access requirements of emergency vehicles and services.

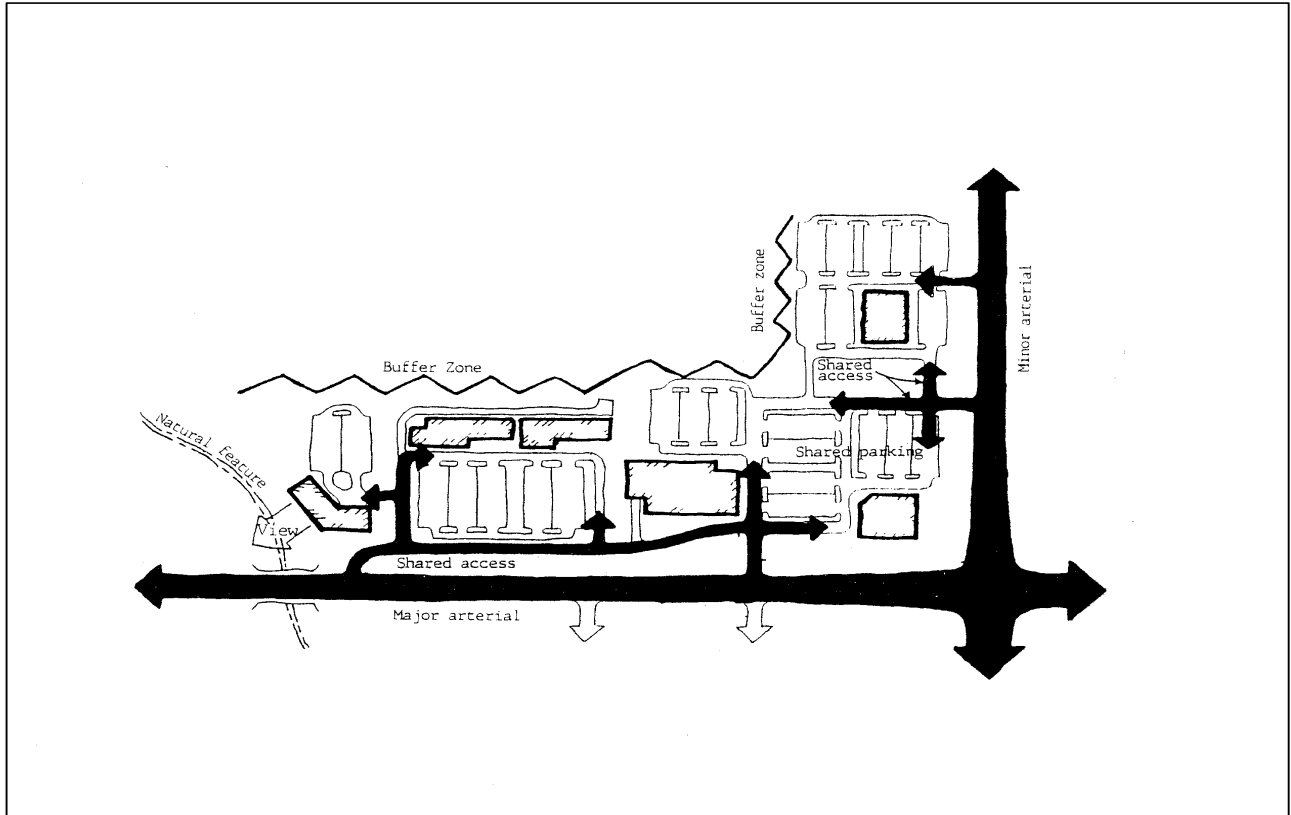
K. All access points and curb cuts shall meet minimum rules and regulations for driveway and encroachment control of the Georgia Department of Transportation, the Dawson County Engineer, and the specifications provided in these guidelines.





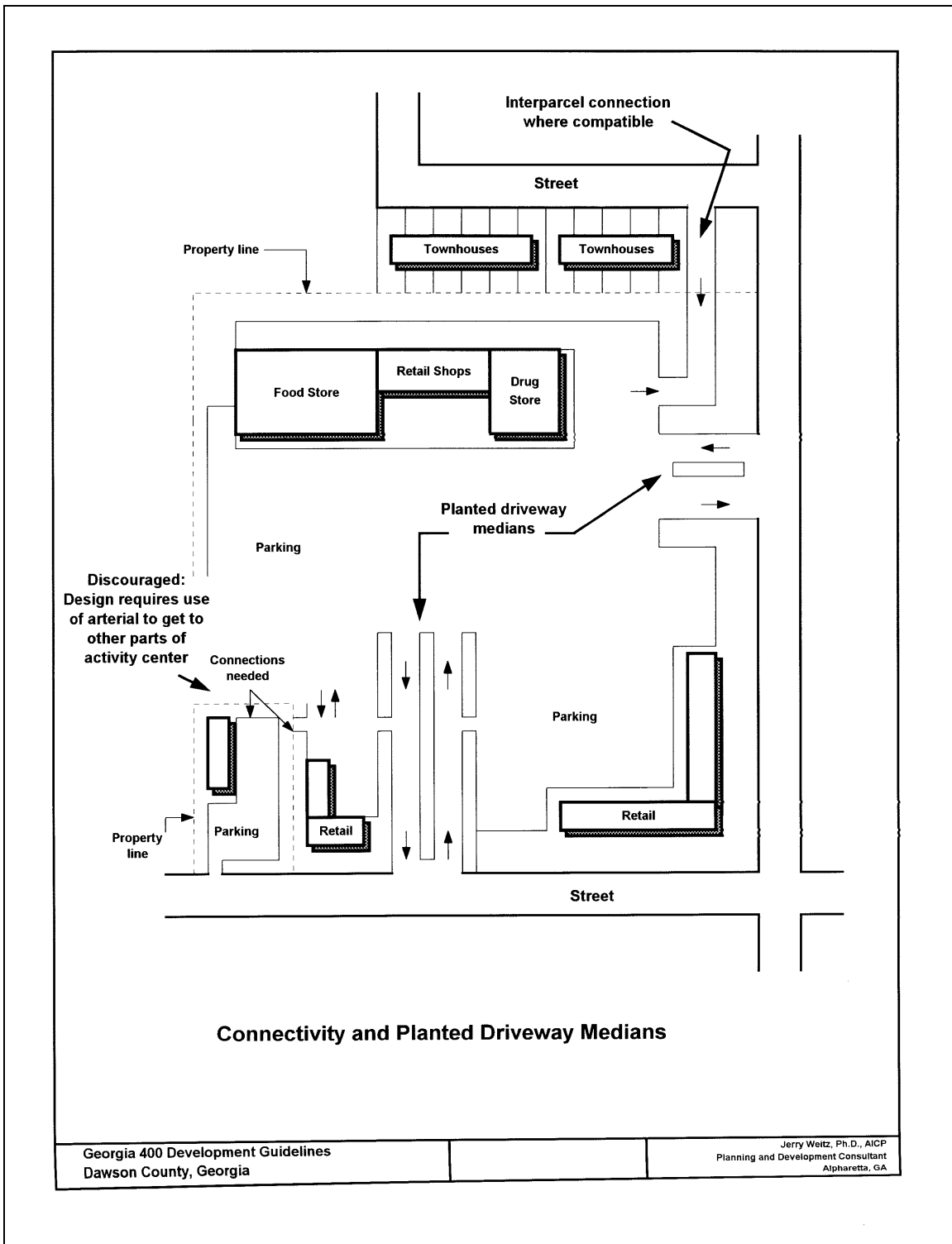


Interparcel Access. Properties within the district must provide shared access with adjoining properties to facilitate frontage roads and connections between parcels. Shared parking arrangements are also encouraged.



Source: Stover and Koepke 1988.







The Dawson 400 shopping center's frontage on the west side of Ga. 400

- This driveway entrance to Dawson 400 shopping center has a narrow but landscaped center median to separate traffic flows (recommended).
- Note that it stops shorter than it should—although a median break may be needed to cross between the outlots shown in this photo, the median should have been extended another 150-200 feet to add landscaping, reduce impervious surface, and provide better access control.
- The McDonalds uses low-lying groundcover at the entrance (acceptable).
- To the right side of the photo, the shrubs are growing to a height that may impair visibility (though that is a minor consideration in this case of one way traffic).
- Ideally, a pedestrian crossing would be striped on the pavement to alert drivers to the possibility of pedestrians crossing the driveway.

#### 4.2. SERVICE FUNCTIONS

A. Service functions (e.g., deliveries, maintenance activities) should be integrated into the circulation pattern in a manner which minimizes conflicts with vehicles and pedestrians.

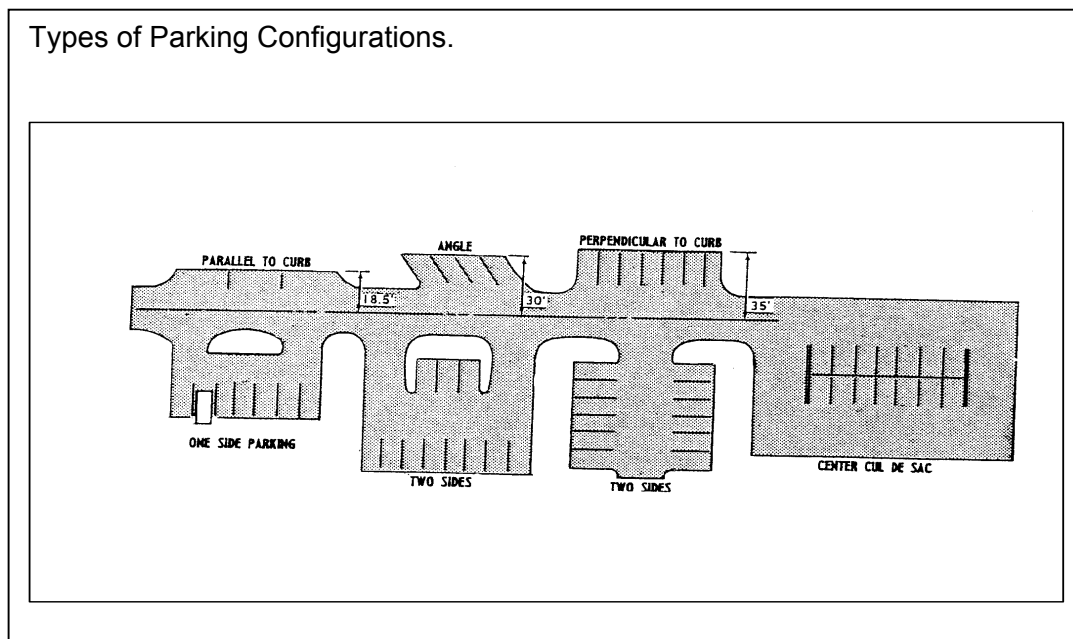


B. Access for service vehicles, trash collection and storage areas should be located on alleys where alleys exist. When no alley exists, access should be provided to the rear or sides of buildings being served.

C. Larger commercial developments should have service and loading areas separate from main circulation and parking areas.

#### 4.3. OFF-STREET PARKING

A. Any type of off-street parking configuration may be appropriate in the district, depending on site-specific development circumstances and objectives.



Source: DeChiara and Koppelman 1984.

B. Driveway entrances should provide a 100 foot deep clear zone between the pavement of Georgia 400 and the first parking space. On any other state highway or county road, the clear zone should be at least 60 feet.

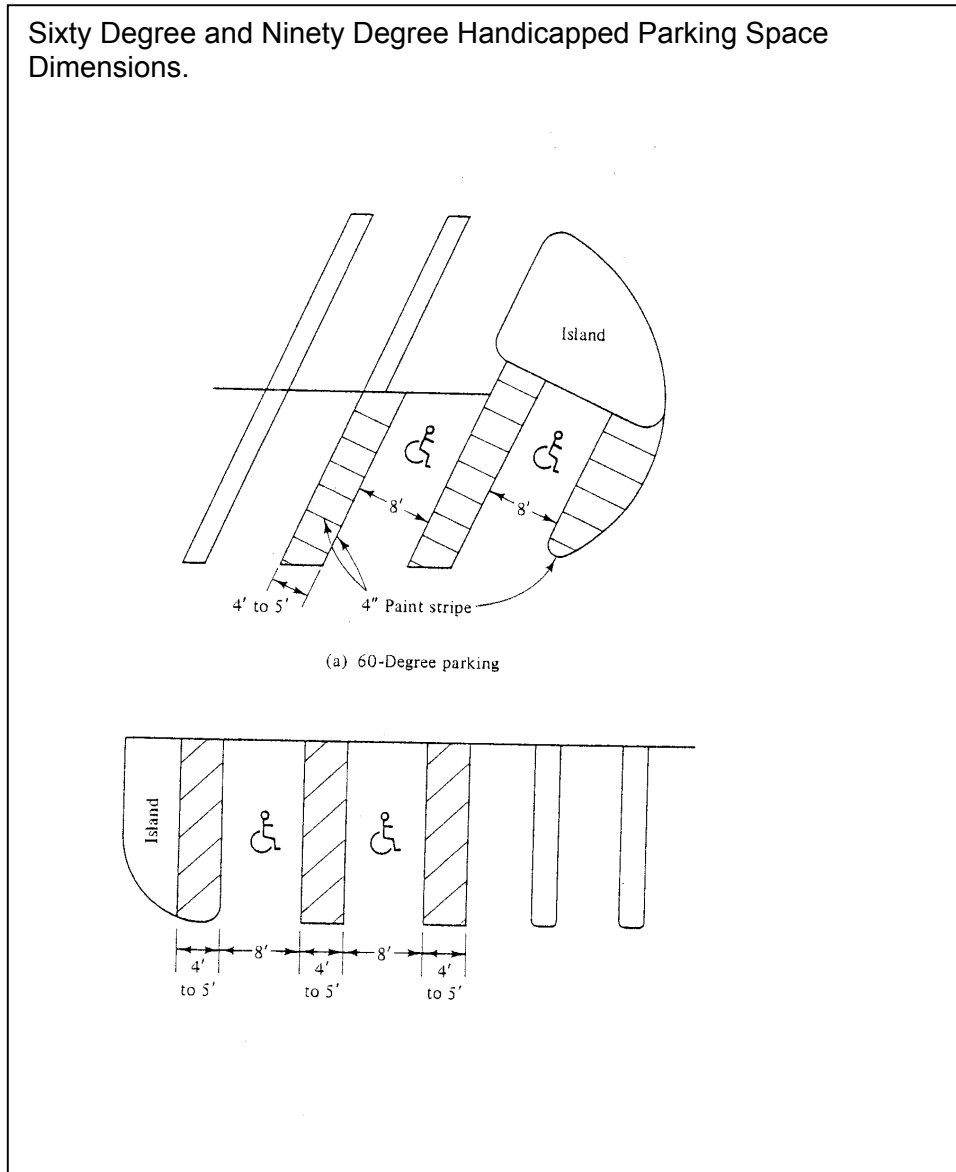
C. The driveway entry "throat" of large shopping center parking areas shall provide at least forty feet of clear zone before a turning movement occurs to provide sufficient queuing room for cars entering off the street.

D. The visual impact and presence of vehicles should be minimized, preferably by siting parking areas to the rear or side of the property rather than along the principal street

frontage, or if siting options are limited, screening parking areas with vegetation and berms from views exterior to the site.

E. Where a parking area fronts directly on a public street, a continuous opaque screen should be provided. Said screen should be a minimum height of two feet.

F. Parking for the handicapped shall be provided in accordance with applicable codes.



## CHAPTER FIVE

### LANDSCAPE

#### 5.1. GENERALLY

A. Landscaped areas should be maximized within the viewshed of the highway and major streets.



B. All landscaping shall be continually maintained in a healthy and weed-free condition.

C. Tree and shrub planting should be grouped together to create strong accent points within the site plan unless circumstances dictate otherwise.

D. All plant materials should be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three years of planting.

E. Landscaping of the site upon completion of the development shall be consistent, in terms of plant location, species, and size, with the landscape plan for the development as approved by the Planning and Zoning Director.

F. In certain prominent public areas, trees larger than the minimum may be required to create a strong design element.

G. All proposed shrubs except accent, color or ground cover planting should be a minimum of three (3) gallon size. Shrubs and ground cover plants should be spaced close enough together to ensure an attractive and mature planting effect.

H. Landscaping should consider potential benefits of conserving energy in buildings. This can be done by recognizing the sun exposure on the site and providing appropriate tree species in advantageous locations: deciduous trees on the southern exposure, coniferous and broadleaf evergreen trees along the eastern and western exposures, and evergreens along the northern exposure.

I. Trees should be carefully selected and located where they will complement the building elevation and should not block all retail storefront signage from view.

J. Tree species should be selected with root growth habits that will not cause damage to sidewalks, or such tree species should be sited away from such hardscape areas.

K. Utility easements should be landscaped.

L. Dense landscaping and/or architectural treatments should be provided to screen unattractive views and features such as storage areas, trash enclosures, transformers, generators, and other similar appurtenances.

M. Standards for transplanting should be in keeping with those established in the International Society of Arboriculture publication, "*Tree and Shrub Transplanting Manual*" or similar publication. Reference the American Association of Nurserymen publication "*American Standard for Nursery Stock*" (ANSI Z60, 1973) for plant material quality specifications. Reference the "*Manual for Woody Landscape Plants*" (Michael Dirr, 1983, Castle Books) or similar publication for information on tree species site requirements.

N. Properties in the south portion of the Georgia 400 corridor shall require a minimum landscaped coverage ratio of twenty (20) percent. Properties in the north portion of the Georgia 400 corridor shall require a minimum landscaped coverage ratio of thirty (30) percent.



Chestatee State Bank, SR 53 east of Georgia 400

- Excellent landscaped area with variety of color and materials.
- Areas between the right-of-way and the parking area and/or building should be attractively landscaped.
- This is a very good example of a recommended practice for landscaping.

## 5.2. BUFFERS

### 5.2.1. Buffers Abutting Residential Districts

Where commercial, industrial, office, or institutional development abuts an existing residential zoning district along a side or rear property line, minimum building setbacks and buffers shall be established according to the following table:

Zoning District	Minimum Building Setback Along Side or Rear Yard Abutting a Residential Zoning District	Minimum Buffer Along Side or Rear Yard Abutting a Residential Zoning District
Office or institutional	40 feet	30 feet
Commercial	50 feet	40 feet
Industrial	60 feet	50 feet

Buffers required by this section shall be planted and maintained with sufficient density and vegetative material to effectively screen the adjacent residential use from the subject activities. Existing vegetation may be considered sufficient in meeting this requirement if the area is delineated on the landscape or development plan as a tree save area, is protected by the tree protection devices as prescribed by these guidelines, and provides sufficient screening. If an existing tree save area is proposed as a buffer but such area does not provide sufficient screening, said tree save area shall be supplemented with additional plantings until screening is achieved.

This buffer requirement shall not apply to residential development that is developed as a part of a mixed-use development.

**5.2.2. Buffers Along Georgia 400 Right-Of-Way In North Portion of Corridor**

Where a commercial, industrial, office, or institutional development abuts Georgia 400 in the north portion of the corridor, there shall be a minimum thirty (30) foot wide buffer (natural undisturbed, planted, or both) according to standards provided by these guidelines. The buffer shall provide a visual screen for at least sixty percent (60%) of the length of the property frontage.

**5.2.3 Buffer Standards**

Tree Type	Height	# of Rows & Spacing	Center to Center Spacing	Notes
Leyland Cypress	5-6 ft.	2 / 10-12' apart	10-12 ft.	Requires pruning after 2 years
Hemlock, White Pine	8-10 ft.	2 / 8-10' apart	8-10 ft.	Border line range
Virginia Pine	5-6 ft.	2 / 8-10' apart	8-10 ft.	
Eleagnus	42 in. min.	2 / 8' apart	8 ft.	Specify fruitland variety
Holly	6-8 ft. full	2 / 6-8' apart	6-8 ft.	Specify Standard Burford, Nellie R Stevens, American or Greenleaf variety
Magnolia	6-8 ft.	2 / 8-10' apart	10-12 ft.	

The above specifications are intended to be illustrative and not intended to be applied rigidly. Furthermore, the number of rows of landscaping needed depends on the required width of the buffer. Vegetative material used in meeting the requirements for buffering should be of a height and mass that meets or exceeds the vegetative material suggested in the buffer standards table above.

### 5.3. Right-Of-Way Frontage Planting Strips

This section applies to all properties fronting a public street, whether a county road, local public frontage road, or state highway, including Georgia 400; provided, however, that the buffer requirement in the north portion of the Georgia 400 corridor as specified in Section 5.2.2. of these guidelines shall supersede the requirement for a right-of-way frontage-planting strip specified in this section.

A. Provide a planting strip along the entire frontage of all road rights-of-ways with a minimum depth from the street right-of-way line into the interior of the property as follows.

Zoning District	Depth of Strip Adjoining Street Right-Of-Way (feet)
Multi Family Residential	20 Feet
Commercial	10 Feet
Industrial	10 Feet

B. Trees equivalent to at least one three inch caliper tree for every thirty (30) linear feet of length shall be saved or planted in such strips (trees may be planted in groups rather than in a single line). Any trees placed between the right-of-way line and the construction area (the buildings, accessory uses, and parking area) may be considered to be in the planting strips. (See Detail 1 – *Frontage Planting Strips*)



The Dawson 400 shopping center’s frontage on the west side of Ga. 400



Some of the area shown is right-of-way. The grassed area is planted with a few trees, but the landscaping should be more dense and varied in high visibility areas of the corridor.

#### 5.4. TREE PROTECTION

A. When a choice is available as to which existing trees to save, emphasis should be given to the preservation of significant trees, even isolated individual trees, over the retention of other trees. Non-significant trees, however, should be saved in stands rather than as individual trees scattered over a site.

B. All tree save areas must be delineated on the landscape plan.



Chestatee State Bank, SR 53 east of Georgia 400

- The developer of this site made a conscious effort to save two trees. Tree save areas should be identified for significant trees, and such areas should be integrated into the development (i.e., the parking lot and building are designed around the tree save area).
- The tree save area on this site is another very good example of a recommended practice.

C. All buffers with existing trees should be delineated on plans as tree save areas, unless the applicant clearly demonstrates the need for disturbance.

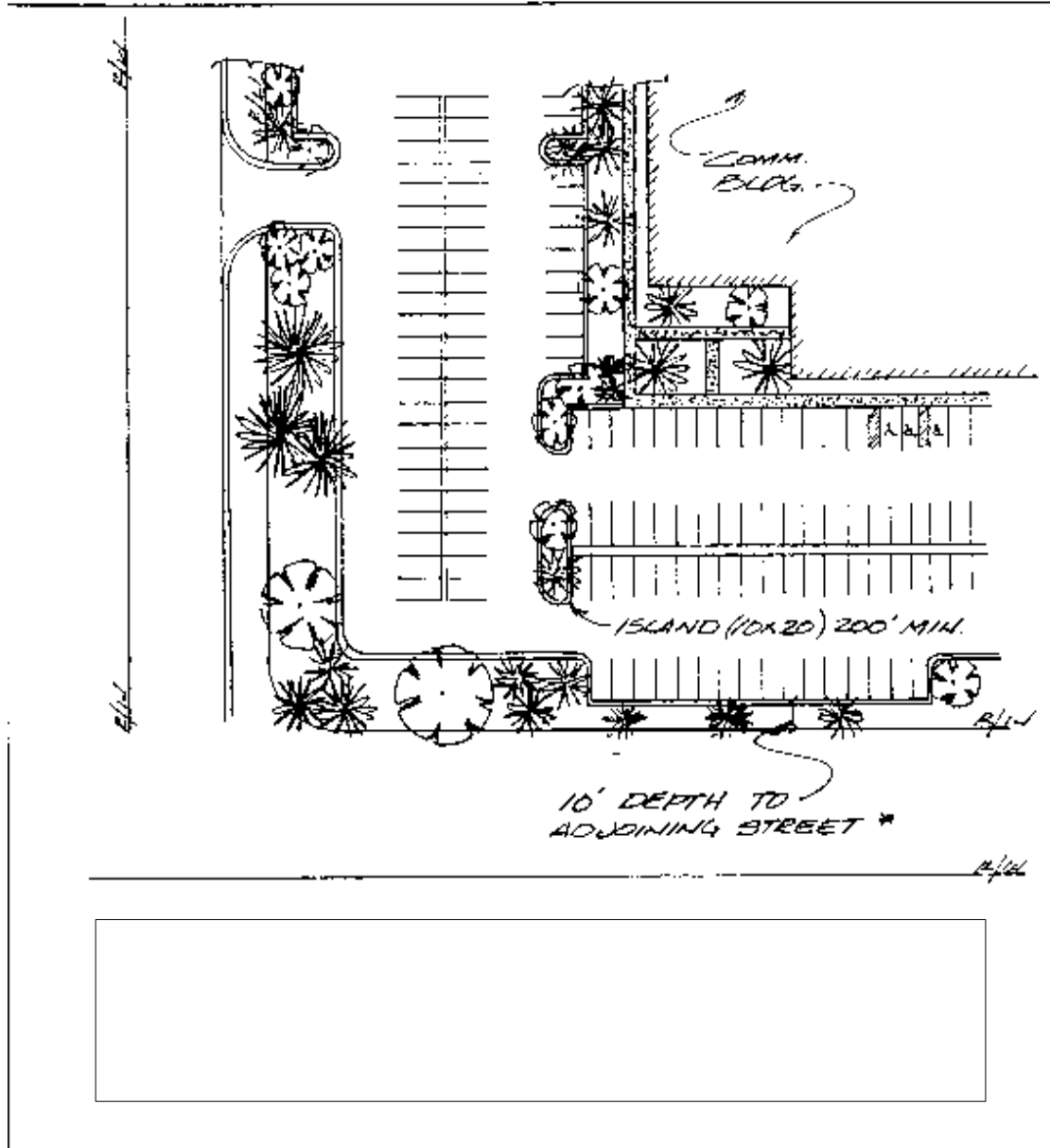
D. Tree protection devices are necessary to eliminate activities detrimental to trees and are strongly recommended to guard against: soil compaction in the critical root zone resulting from heavy equipment, vehicular or excessive pedestrian traffic, or storage of equipment or materials; root disturbance due to cuts, fills or trenching; wounds to exposed roots, trunks or limbs by mechanical equipment; and other activities such as chemical storage, etc. Tree protection devices should be installed as shown on the

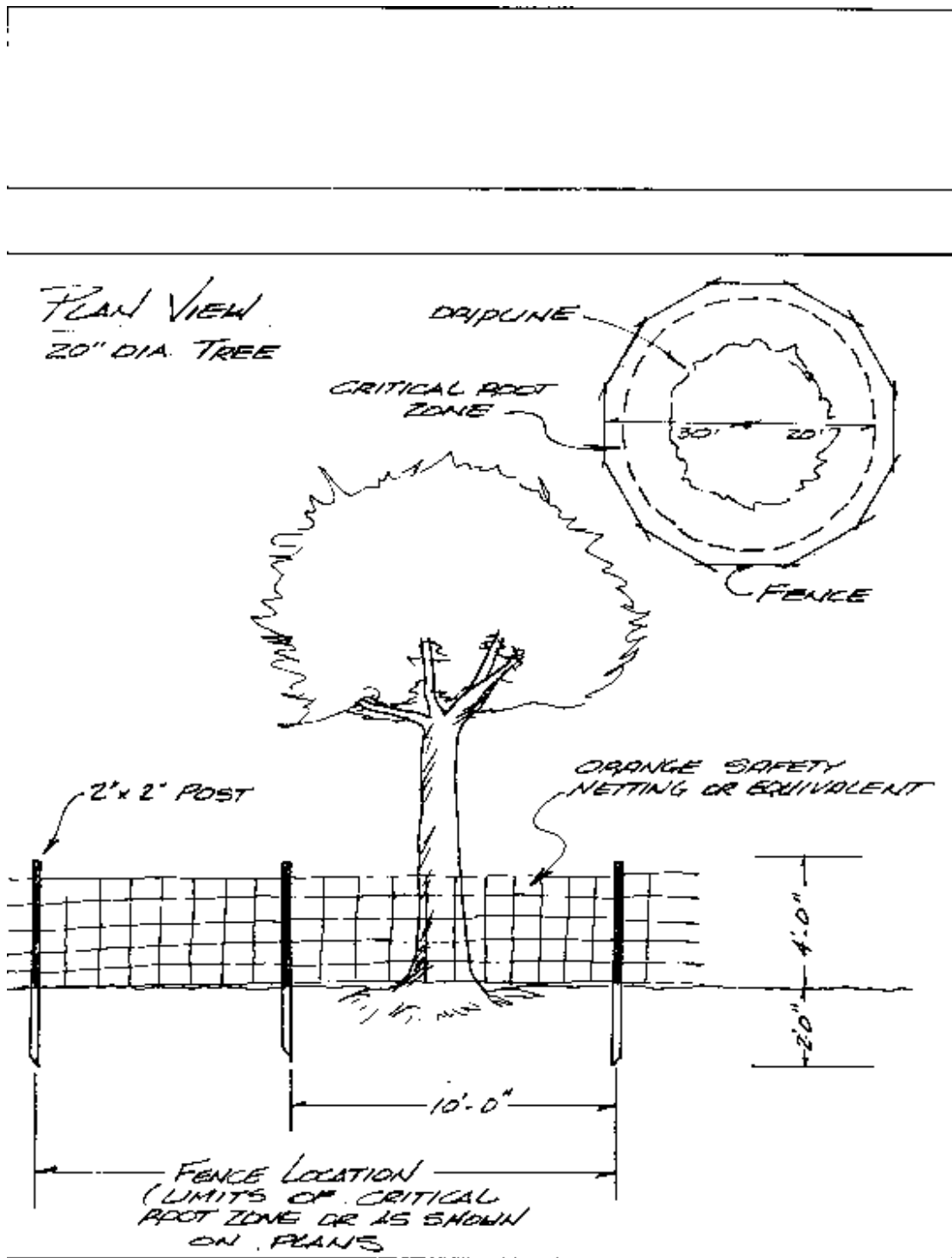
landscape plan or otherwise completely surrounding the critical root zone of all trees to be preserved. The location and installation of all tree protection devices should be installed prior to or concurrent with the issuance of the construction permit for clearing and/or grading.

E. Active tree protection should consist of chain link, orange laminated plastic, wooden post and rail fencing or other equivalent restraining material (See Details 2 & 3-- *Active Tree Protection & Active Tree Protection/CRZ*). Passive protection should consist of heavy mil plastic flagging of a bright color or equivalent signage on a continuous, durable restraint sufficient to delineate the bounds of any tree protection or save areas.

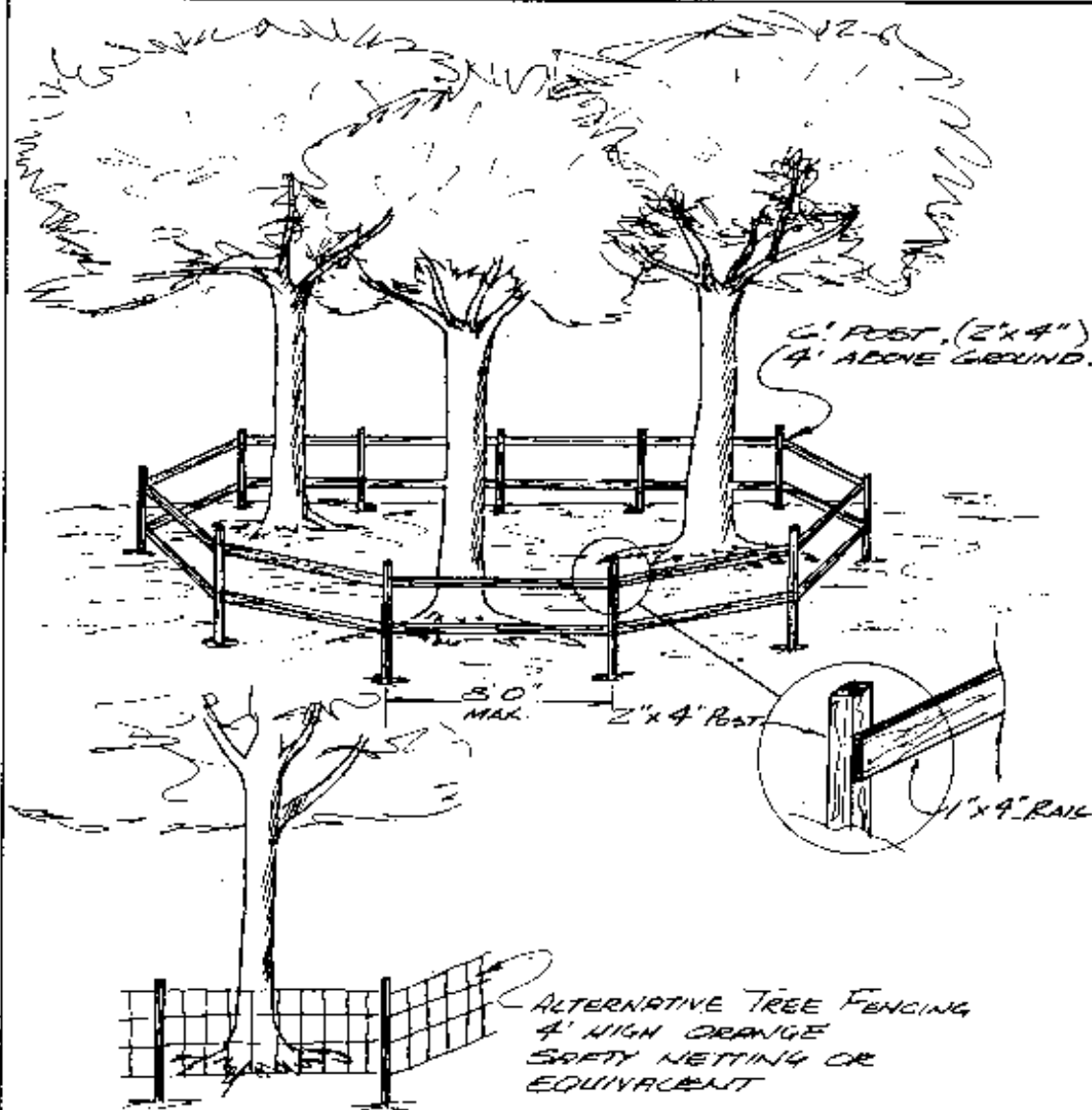
F. All tree protection devices should be installed prior to or concurrent with any clearing, grubbing or grading. Tree protection devices need to remain in functioning condition throughout all phases of development and may be subject to inspection by the county.

G. All tree protection zones should be designated as such with "Tree Protection Area" signs posted visibly on all sides of the fenced-in area. These signs are intended to inform subcontractors of the tree protection process. Signs requesting subcontractor cooperation and compliance with the tree protection standards are recommended for site entrances (See Detail 4, *Tree Protection Area Signage*).





### Dawson County GA 400 Corridor Tree Preservation Standards Detail No. 3 Active Tree Protection

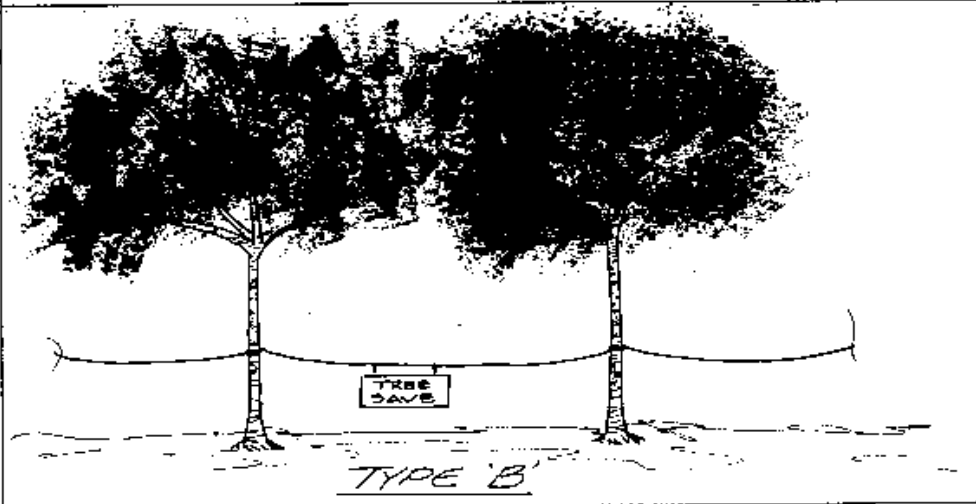


**Dawson County GA 400 Corridor  
Tree Preservation Standards Detail No. 4  
*Tree Protection Area Signage***



*HEAVY MILL PLASTIC, MIN. 4" WIDTH  
DARK LETTERING ON BRIGHT BACKGROUND*

*TYPE 'A'*

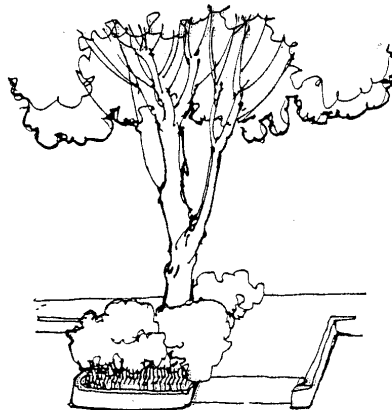


## 5.5. PARKING LOT LANDSCAPING

A. Parking lots that face a street should be partially screened from the street by a low fence, wall, hedge, berm, or vegetated buffer. If a parking lot fronts an arterial or major collector street, and is of such a size that it dominates views from the fronting arterial/collector street and detracts from the overall streetscape and community appearance, then the parking lot should be screened or buffered with vegetation in its entirety from view along the fronting roadway(s) within the required right-of-way frontage planting strip (see section 5.3).

B. Landscape islands containing at least one overstory tree or two understory trees planted in each landscape island, shall be provided within parking areas with ten (10) or more spaces and located in such a manner so as to divide and break up the expanse of parking area. Where required, one landscape island shall be located at the end of each row of parking spaces in the interior of the parking lot. In addition, one parking lot landscape island shall also be provided for every 150 linear feet of parking spaces, whether at the periphery or in the interior of the parking lot. Each landscape island shall be of sufficient shape and size so that one overstory tree or two understory trees will fit within the island. No portion of an island shall be less than three feet in width.

Each landscaped parking lot end island should have at least one overstory shade tree (shown), or two understory trees.



Source: DeChiara and Koppelman 1984.



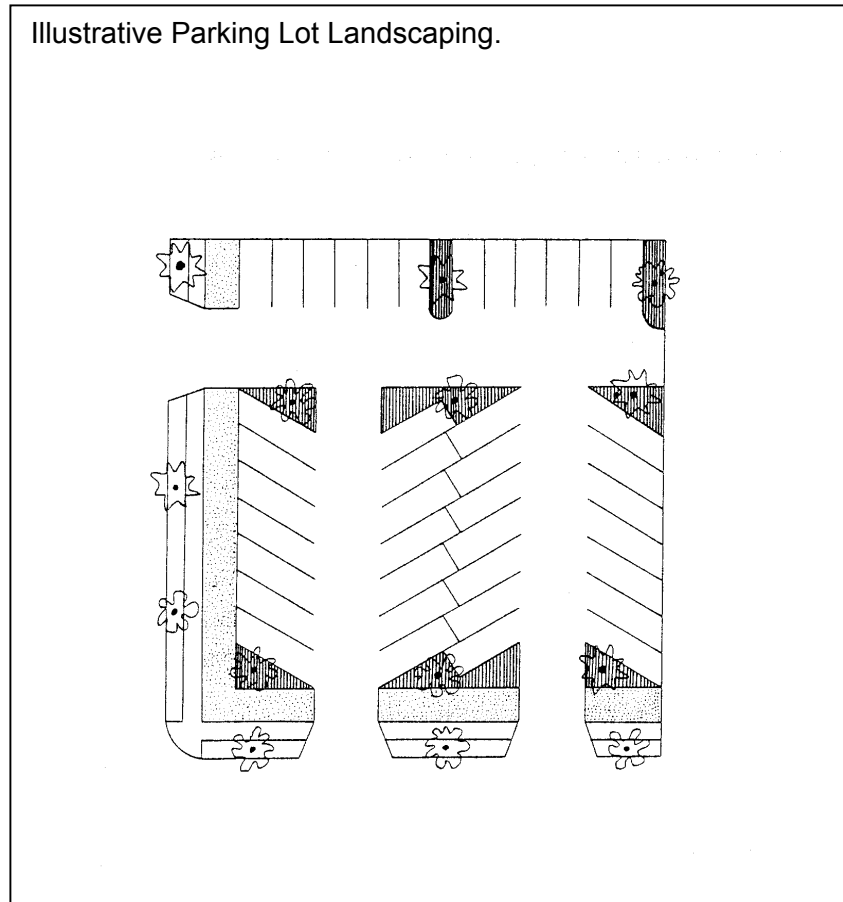
North Fulton Hospital, Roswell

An excellent example of a mature, evergreen screen between the highway and the front parking lot. Cars parked in this lot are not visible from the highway, a recommended practice.



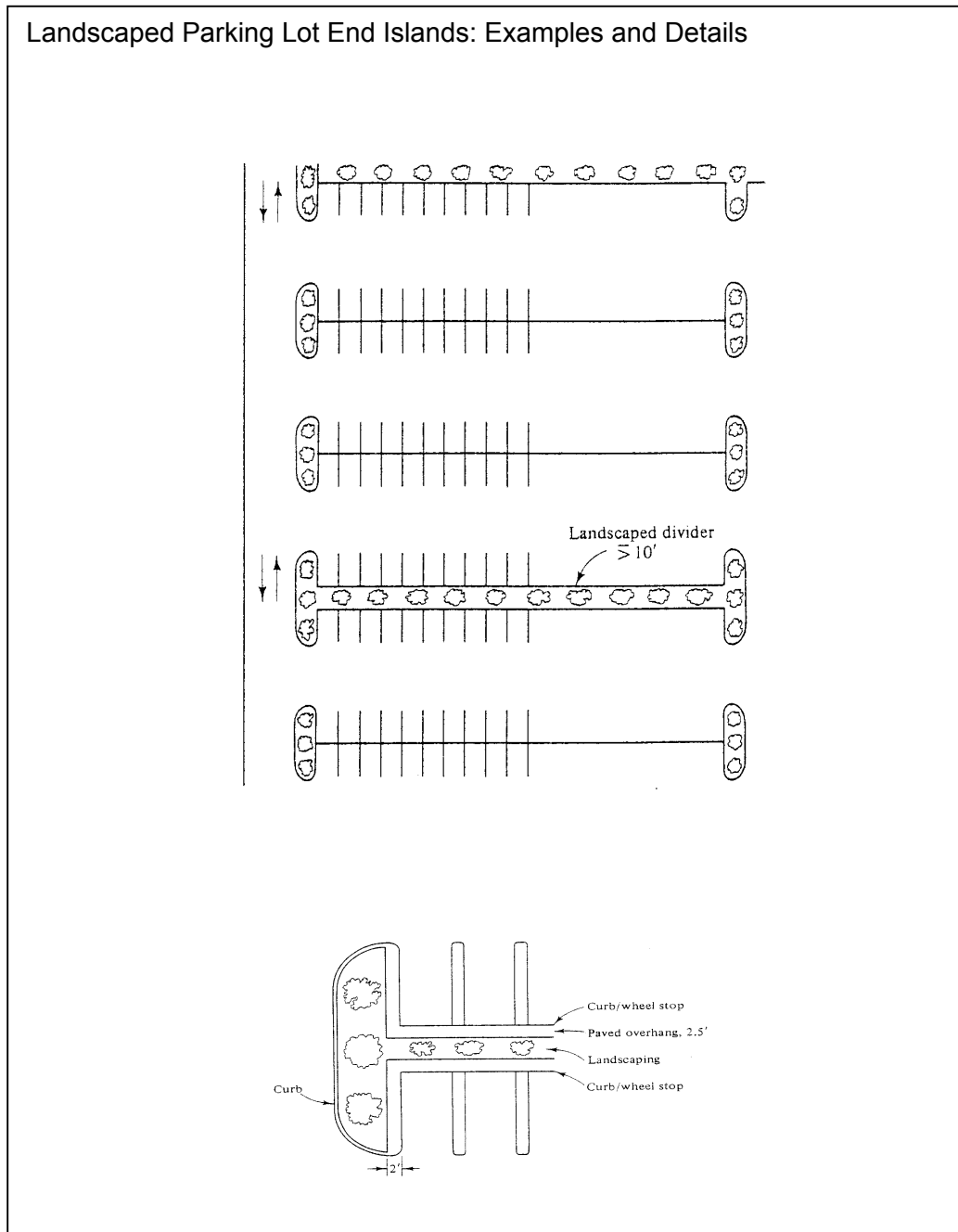
A second perspective on the mature, evergreen hedge that screens the front parking lot of the hospital.





C. Landscaping should permit adequate sight distance for motorists and pedestrians entering and exiting a site and should not interfere with circulation patterns.

D. Curbing should be used at the edges of all planters and paving surfaces adjacent to vehicle circulation or parking areas. Vehicle overhang above or into landscape areas should be avoided unless wider or larger planting areas are provided to accommodate such instances. Landscaping should not be installed in areas of potential vehicle overhang.



Source: Stover and Koepke 1988.



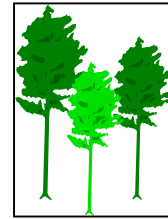
Kroger Shopping Center at GA 400 and SR 53

A close look at the stripe-painted parking stall end island. This area should have been curbed and planted with a street tree and shrubs to soften the impervious environment. Also note that a painted end island serves little if any purpose of access direction. Motorists will drive across painted end islands and also park in them if the lot is full, thereby restricting the vision of motorists.



Shopping center, Alpharetta Highway, Roswell

Contrast this shopping center parking lot with those typically found in Dawson County. Rather than being simply painted, the parking lot end islands are curbed, striped, and filled with low-lying shrubs and some shade trees (recommended practices).

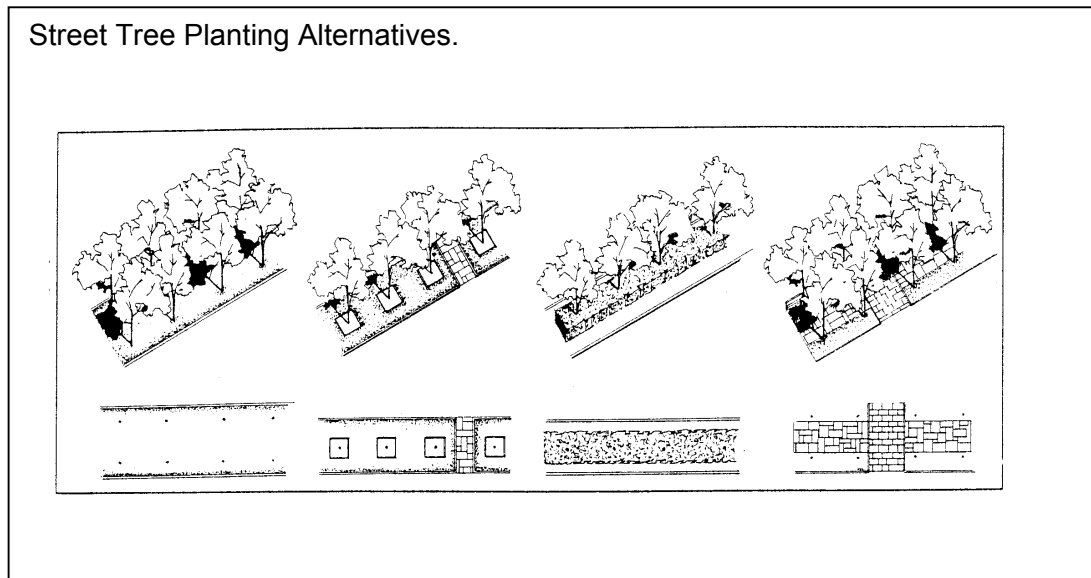


## 5.6. STREET TREES

A. In the north portion of the Georgia 400 corridor, street trees shall be installed in the public right-of-way of local streets for all development within non-residential districts, subject to the approval of the County Engineer.

B. Unless unusual circumstances prevail, all street trees or parking lot trees should be a minimum 15-gallon size. Street trees should normally be overstory, non-ornamental, with a minimum three-inch caliper planted at 75-foot intervals. Sugar maple is the preferred street tree. In the south portion of the Georgia 400 corridor, street tree planting should strive to achieve the look of a manicured landscape by planting; toward this end, street trees may be grouped rather than spaced at regular intervals.

C. In lieu of street trees in the south portion of the Georgia 400 corridor, a right-of-way planting strip as required by these regulations should contain landscaping with a minimum caliper of three inches planted thirty feet on center.



Source: Bishop 1989.

D. In commercial areas, street trees along driveways and other access roads should be provided in addition to any proposed on-site landscaping to provide shading, visual enhancement, and continuity for the streetscape.

E. Street tree placement should include consideration for vehicle line of sight, entrance and exit curb cuts, street light and traffic control devices, and other site specific conditions. Street trees should be planted in a manner so that when they reach maturity they will not conflict with the visibility of signs.

F. Street trees should be pruned from grade to a minimum height of seven feet, six inches to allow visibility of buildings and sufficient vertical clearance.



Northmeadow Office Park, Roswell

Recommended practices for business parks and access roads. An attractive, heavily landscaped road median in a business/industrial park. Trees planted some 15 years ago now have matured to provide an inviting canopy.

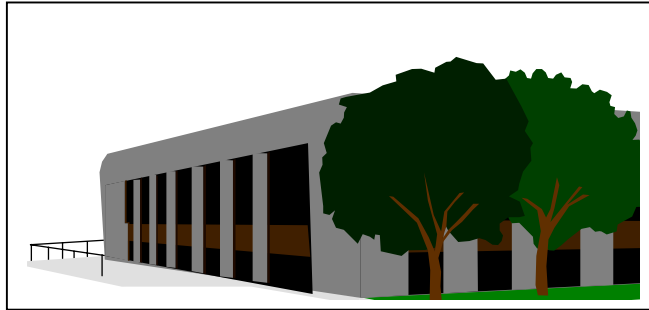
## 5.7. IRRIGATION

A. Water-intensive landscaping, such as turf grass, should be concentrated in areas of high visibility and use. The combined square footage of turf grass and decorative water (e.g. fountains, ponds, etc.) should be minimized to reduce water use and evapotranspiration.

B. Plant materials should be chosen which grow well in the localized climate and the given soil conditions without requiring excessive irrigation.

C. A plan for an automatic irrigation system should be provided as appropriate to insure that all plants receive adequate water for healthy growth. Irrigation systems should be provided for all planted areas that are under roof overhangs.

## CHAPTER SIX ARCHITECTURE OF PRINCIPAL BUILDINGS



### 6.1. GENERALLY

A. Architectural design should be compatible with the developing character of the neighboring area. Design compatibility includes complementary building style, form, size, color, materials, and detailing.

B. The relationship of a building to its site, the public right-of-way and adjacent buildings is one of the most important components of successful urban design. The appearance of a building with respect to the street and other surroundings should be considered. If the building is much different in elevation from adjacent buildings and improvements, it will look out of place.

C. The designer should consider each of the following contexts as part of the design process:

1. Size (the relationship of the project to its site)
2. Scale (the relationship of the building to those around it)
3. Massing (the relationship of the building's various parts to each other)
4. Fenestration (the placement of windows and doors)
5. Rhythm (the relationship of fenestration, recesses and projections)
6. Setback (in relation to setback of immediate surroundings)
7. Materials (their compatibility with the historic district)
8. Context (the overall relationship of the project to its surroundings)

### 6.2. STYLE

A. Diversity of architectural design should be encouraged. "Theme" or stylized architecture which is characteristic of a particular historic period or trend is not encouraged, unless the existing building or site is historically important to the district or necessary for architectural harmony.

B. Multiple buildings on the same site should be designed to create a cohesive visual relationship between the buildings.

### 6.3. EXTERIOR MATERIALS

A. All sides of a building may impact on its surroundings and should be considered for treatment with an architectural finish of primary materials (i.e., brick and stone). As a general rule, front facades should be at least 80 percent brick and stone. Side facades should be at least fifty percent brick and stone. Rear facades do not have a minimum requirement for primary materials and can consist entirely of secondary materials (e.g., stucco). Tertiary materials (i.e., wood and metal) should be used for decorative elements and trim only.

B. Exterior building materials on the primary structure should not include smooth-faced concrete block, tilt-up concrete panels, or prefabricated steel panels.

C. The following types of building materials are highly discouraged: highly reflective, shiny, or mirror-like materials; mill-finish (non-colored) aluminum metal windows or door frames; exposed, unfinished foundation walls; exposed plywood or particle board; and unplastered, exposed concrete masonry blocks.

D. All exterior facades of a structure located on an outparcel of a larger development should be considered primary facades and should employ architectural, site, and landscaping design elements which are integrated with and common to those used on the primary structure on the site. Common design elements should include colors and materials associated with the main structure or structures on the larger development.

E. Buildings that are stylized in an attempt to use the building itself as advertising should generally be discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style.

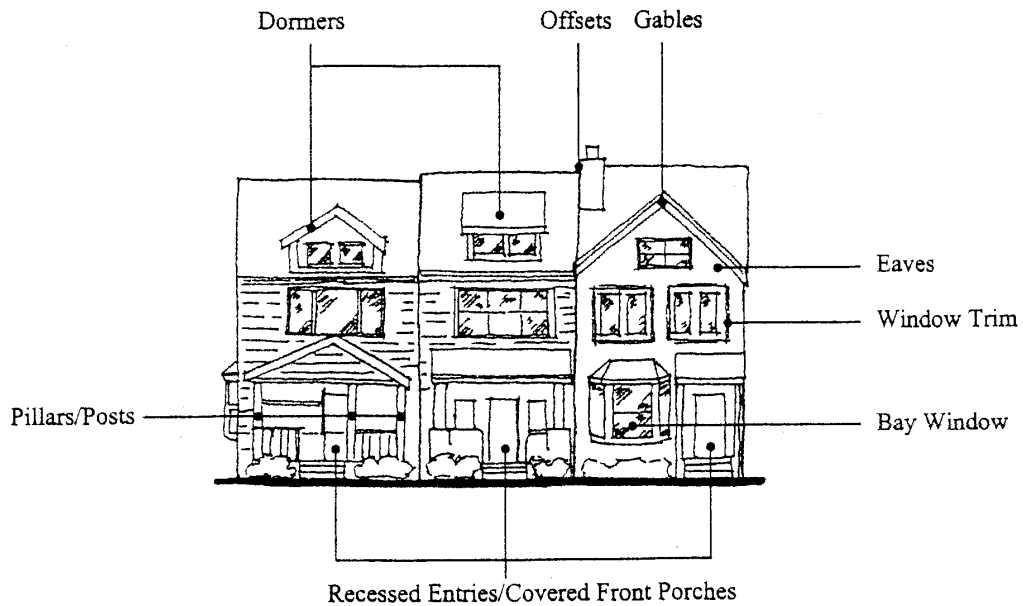
F. All vents, gutters, downspouts, flashing, electrical conduits, etc., should be painted to match the color of the adjacent surface, unless being used expressly as a trim or accent element.

G. Soffits and other architectural elements visible to the public but not detailed on the plans should be finished in a material compatible with other exterior materials.

H. Material or color changes generally should occur at a change of plane. Piecemeal embellishment and frequent changes in material should be avoided.

I. Approved address numbers should be provided so that they are legible to the public from the street fronting the property.

Illustration of Selected Architectural Details.



Source: Oregon Transportation and Growth management Program 1999b.





Kroger Shopping Center at GA 400 and SR 53

- The rear side of the shopping center consists of a finished but monotonous wall. Although not visible to the general public unless they drive around to the rear of the shopping center, because of the lack of visual screening, adjacent residents will be able to view this wall.
- A horizontal accent stripe (a 4-6 foot wide stripe of different color) could help to reduce the monotonous color and even give an appearance of breaking up the continuous nature of the building wall.



Former Sam's Club big box, Alpharetta Highway, Roswell

Recommended practice. An excellent example of a line of mature trees that almost entirely screen what would otherwise be a large, imposing side wall of a big box.



Chestatee State Bank, SR 53 east of Ga. 400

This building is well articulated. The façade varies in its setback and there are a variety of pitched rooflines. The columns help to define a welcoming entrance to the building.



Dawson 400 shopping center

Close up view of an attractive brick façade. Benches are strongly recommended to provide comfort to pedestrians. However, advertising on benches is strongly discouraged if not prohibited.

#### **6.4. COLORS**

A. Facade colors should be low reflectance, subtle, neutral, or earth tone colors. High-intensity colors, metallic colors, black, or fluorescent colors should not be used. Building trim and accent areas may feature brighter colors, including primary colors, provided that the width of the trim should not exceed four (4) feet.

B. Building colors should be carefully chosen so that each building complements that of its neighbors. Colors can be classified as the “base” color (used on the majority of the building surface), “trim” color (used on the window trim, fascia, balustrades, and posts), and “accent” color (used on signs, awnings, and doors). The base color should consist of more subdued earth tones or brick shades. Trim colors should have contrasting lighter or darker shade than the base color. If natural brick is used, it should not be painted.

#### **6.5. AWNINGS AND CANOPIES**

A. The use of awnings on buildings are recommend so as to provide much needed protection from sun, wind, and rain, and to improve aesthetics of the building exterior.

B. Awnings are recommended to be constructed with a durable frame covered by a canvas material. Awnings that are backlit through translucent materials may be acceptable but are not particularly encouraged. Aluminum and other metal canopies are acceptable in most instances, particularly when integrated into shopping center designs. Flameproof vinyl, canvas or metal awnings and canopies may be used.

C. Solid colors are preferred over striped awnings, but striping is permitted if colors compliment the character of the structure or group of buildings.

D. Awnings are encouraged for first floor retail uses to provide architectural interest and to encourage pedestrian activity. Where awnings are used, they should be designed to coordinate with the design of the building and any other awnings along the same block face.

#### **6.6. PARAPETS**

Parapets should not be unbroken on any given side of a building for more than one hundred feet. Parapets with greater distances should be articulated by indentations and modulations or by the additions of elements such as ballustrades or other exterior members.

#### **6.7. CORNICES**

Cornice lines should be provided at the appropriate story of multi-story buildings, with architectural detailing compatible with the building design.



Dawson 400 shopping center at Ga. 400 and SR 53 (southwest quadrant)

- Attractive two story structure with an effective awning.
- Brick planter boxes in the front add attractiveness to the streetscape.
- Ground level windows in pedestrian retail districts should normally be larger than the windows for the second story use.



Shopping center northbound on Ga. 400 north of SR 136

- The gabled (pitched) roof of the canopy structure and the embellishment at the top of the structure add architectural interest, but the support beams are exposed.
- Canopy overlighting should be recessed into the roof structure rather than protruding below the plane of the canopy ceiling.

The diagram illustrates two storefront designs. The top design, labeled 'Encouraged', shows a storefront for 'Betty's Specialty Clothing' with a wide, flat awning extending over the entrance and several large, rectangular storefront windows. The bottom design, labeled 'Discouraged', shows a 'Monotonous Blank Building Wall Facing Street' with a plain facade and a single horizontal line near the top. An arrow points to this line with the text: 'Colored "accent stripe" can break up some of the monotony'.

**Betty's Specialty Clothing**

**Encouraged:  
Shops Facing Street  
With Awnings and Storefront Windows  
Help Define Streetscape**

**Discouraged:  
Monotonous Blank Building Walls  
Facing Street**

Colored "accent stripe" can break up some of the monotony

Georgia 400 Development Guidelines Dawson County, Georgia		Jerry Weitz, Ph.D., AICP Planning and Development Consultant Alpharetta, GA
--	--	---



Kroger Shopping Center at GA 400 and SR 53

The continuous building façade is broken up by varying the façade setback. While the awning does not necessarily need to be continuous, the same type of awning found in the left side of the picture could have been extended along the portion of the façade that houses the shopping carts and coke machines (the section of building to the left of the Kroger sign).



An attractive and well articulated façade at the Dawson 400 shopping center

- The entrance to Dollar General is a distinct architectural feature.
- Pitched metal colored roof with cornice and brick façade are appropriate (recommended practices).
- Use of gables adds further architectural interest. However, the gabled façade on the Ace Hardware tenant space is “false” in the sense that it is not fully integrated into the pitched roof (note the exposed support pole, discouraged practice).

## CHAPTER SEVEN

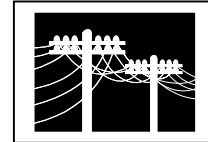
### ACCESSORY STRUCTURES, USES, AND AREAS

#### 7.1. GENERALLY

A. Unattractive project elements such as storage areas, transformers, generators and similar features should be sited in areas which are generally not visible from the street and must also be screened from view.

B. Electrical transformers which are installed as part of a new project shall be located to the rear of the site or other remote area, or placed underground. Existing transformers located at the front of the site shall be screened by substantial landscaping and/or an architectural barrier.

C. Utility lines are required to be undergrounded.



#### 7.2. TRASH ENCLOSURES

A. Trash enclosures shall be constructed of sturdy, durable, opaque materials (with trash receptacles screened from view) which are designed to be compatible with the project architecture and should use similar materials.

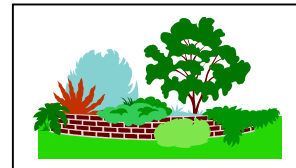
B. Trash enclosures should include adequate, accessible and convenient areas for collecting and loading recyclable materials.

#### 7.3. MECHANICAL EQUIPMENT

Rooftop mechanical and electrical equipment shall be screened from public view by building elements that are designed as an integral part of the building architecture.

#### 7.4. FENCES AND WALLS

A. All walls or fences fifty feet in length or longer, and four feet in height or taller, should be designed to minimize visual monotony through changes in plane, height, material or material texture or significant landscape massing.



B. Chain link fencing is discouraged. Use of special fencing design or materials should be discussed in cases where site security is paramount. If used, it should be vinyl coated (black or green colored vinyl encouraged).

C. Wooden fences should be painted or stained in an appropriate fashion and should not normally exceed a height of six feet.

D. The design of fences and walls should be compatible with the architecture of the main building(s) and should use similar materials.



Shopping center northbound on Ga. 400 north of SR 136

Dumpster is screened with a solid wooden fence. Although screening of dumpsters is a recommended practice, its disrepair has resulted in the trash enclosure becoming an eyesore. The mesh screen over the top adds to the unkempt appearance. Trash collection areas must be kept clean from debris.



Northmeadow Office Park, Roswell

Recommended practice for screening dumpsters. The dumpster is enclosed on three sides with a solid decorative block wall, approximately eight feet high, that matches the primary building on the site. Doors allow for the complete enclosure of the receptacle area. The dumpster area is kept free from debris.





CVS pharmacy on north side of SR 53 west of Ga. 400

- Dumpster area is screened with chain link fence containing inserts for partial screening. While it is well maintained, this type of enclosure does not provide 100 percent screening and is therefore not a recommended practice.
- The utility structure is not screened (discouraged practice) and should be located in a more remote portion of the site and screened.



Kroger Shopping Center at GA 400 and SR 53

Newspaper and magazine recycling collection boxes intrude on parking area. Recycling collection areas should be anticipated and better integrated into shopping center developments. Areas selected for recycling collection must have adequate truck access.



Dawson 400 shopping center

Utility structure is not screened (discouraged practice)



Shopping Center, Alpharetta Highway, Roswell

Recommended practice. The utility cabinet is barely visible, painted a dark green color to blend in with surroundings, and tucked into a remote location of a dense natural area.

## CHAPTER EIGHT

### COMMERCIAL DEVELOPMENT

#### 8.1. GENERALLY

A. Commercial buildings should be compatible in scale, mass, and form with adjacent structures and the pattern of the surrounding area.

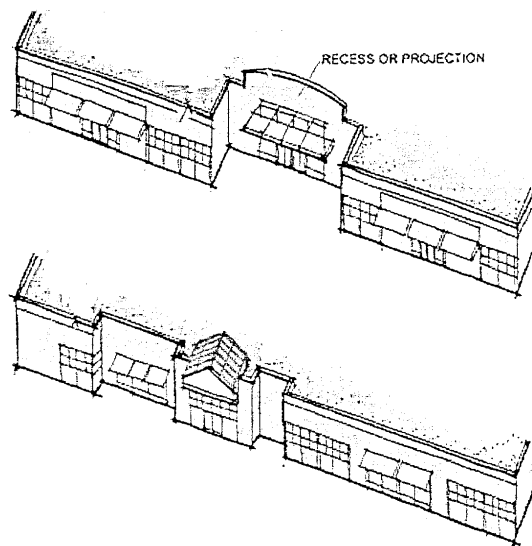
B. Efforts to coordinate the height of buildings and adjacent structures are encouraged. This is especially applicable where buildings are located very close to each other. It is often possible to adjust the height of a wall, cornice or parapet line to match that of an adjacent building. Similar design linkages such as window lines should be placed in a pattern that reflects the same elements on neighboring buildings.

C. Long or continuous wall planes should be avoided, particularly in the pedestrian activity areas, where buildings should exhibit more detail and elements appropriate for close range pedestrian view.

D. Outside of pedestrian retail districts, building surfaces over two stories high or fifty feet in length should be relieved with changes of wall plane that provide strong shadow or visual interest.

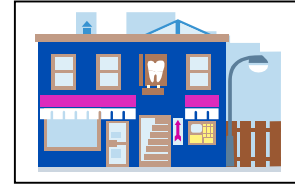


Recesses and Projections.



## 8.2. PEDESTRIAN RETAIL DISTRICTS

A. The urban design objective of pedestrian retail districts is to create a high quality, pedestrian scale, and walkable areas with a traditional downtown atmosphere. Site and building design should address pedestrian needs and develop creative approaches to improving pedestrian interest, access and enjoyment.



Residential uses when mixed with commercial shops provide for active neighborhoods.



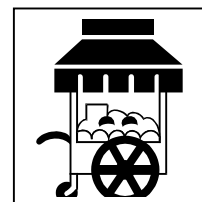
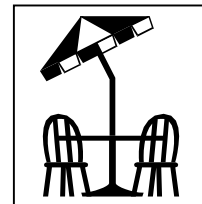
Source: Oregon Transportation and Growth Management Program 1999b.

B. Frontage design and signage locations should be coordinated with streetscape landscaping and street trees.

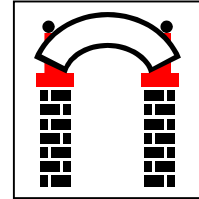
C. Building frontages should be active, with large nonreflective minimally tinted window openings at ground level.

D. The ground level front elevation of the building, outdoor eating, and activity areas should be placed on or near the front property line to maintain the continuity of the street edge, or in alignment with adjacent property frontage. Outdoor seating and dining areas that face onto the street are encouraged.

E. Street vendors are encouraged to add activity and interest to pedestrian areas.



F. Pedestrian open spaces such as covered walkways, courtyards and plazas are encouraged, as well as the development of open and attractive passageways between buildings and blocks.

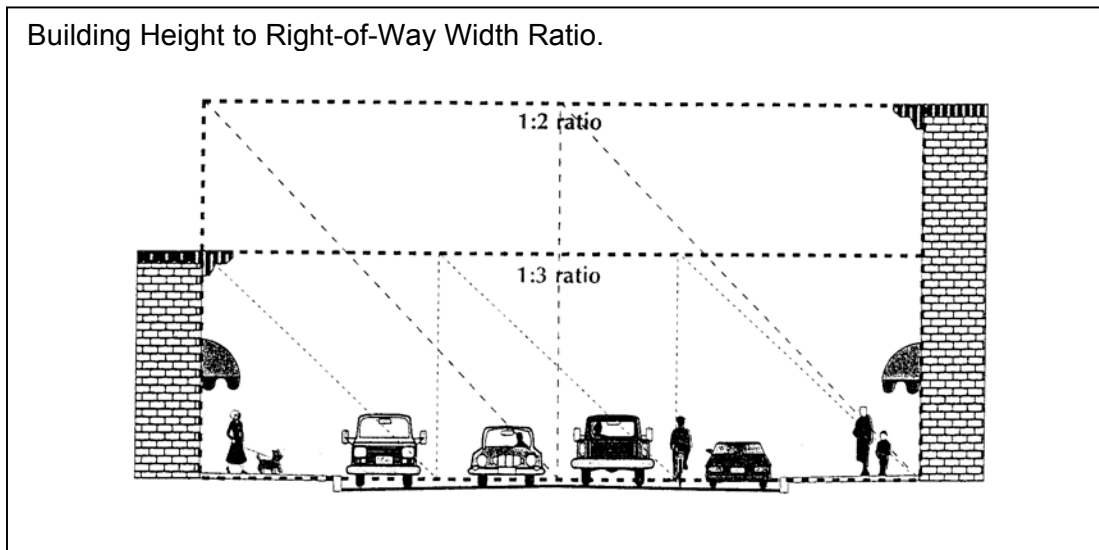


G. Gaps created in the street wall by parking or other breaks in buildings should be minimized or eliminated.

H. The sequence of continuous pedestrian activity should not be interrupted. Blank walls and other "dead" or dull spaces at the street level should be avoided. Visually interesting activities at the sidewalk edge should be maintained and/or established to engage pedestrian interest.

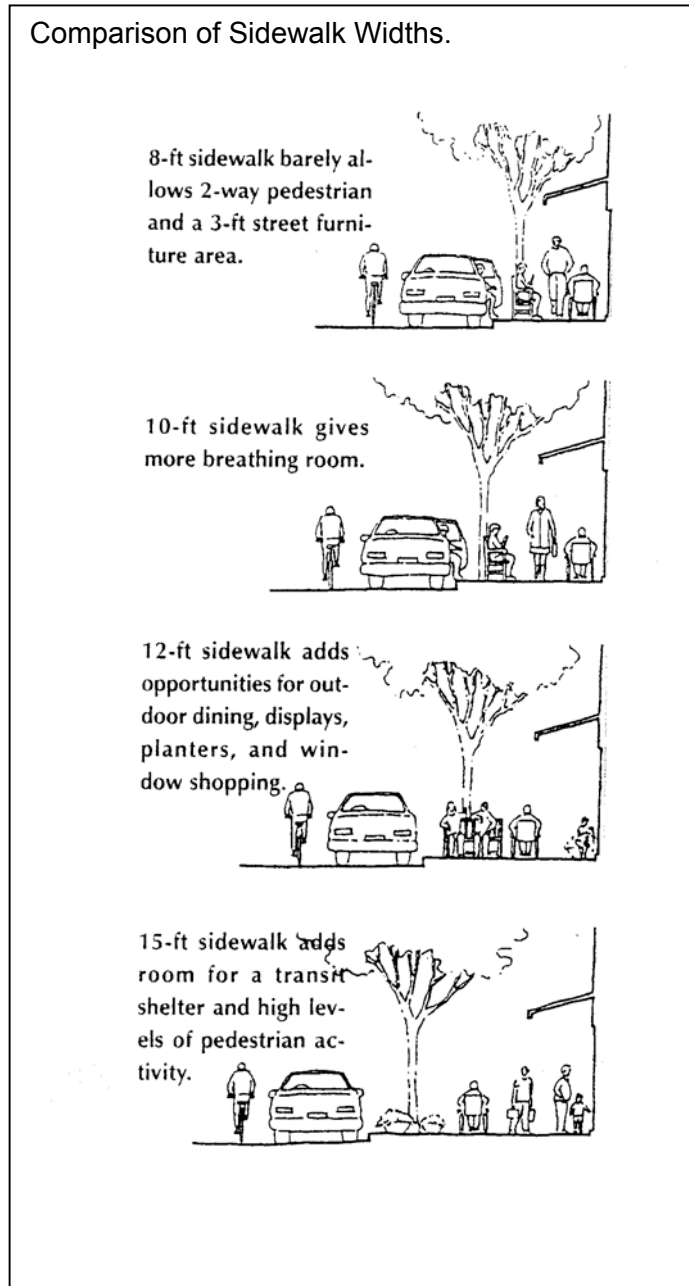
I. When alley access is not possible, driveway openings along public streets should be minimized and should be located on the street with the least traffic volume.

J. Large structures should be designed to reduce their perceived height and bulk by dividing the building mass into smaller-scale components. The ratio of building height to right-of-way width should not exceed 1:3.



Source: Oregon Transportation and Growth Management Program 1999a.

K. Sidewalk space should be at least ten feet in width, with street trees planted in a rhythmic pattern.



Source: Oregon Transportation and Growth Management Program 1999b.

L. All developed sites should provide at least one continuous, on-site intra-parcel walkway of at least five feet in width to connect sidewalks adjoining rights-of-way to the main entrance(s) of that property's building(s), in compliance with the Americans with Disabilities Act (ADA).

M. The rear of existing buildings should be enhanced, where appropriate, to improve public access from parking lots and service alleys.

### 8.3. AUTOMOBILE SALES, PARTS, AND SERVICE ESTABLISHMENTS

A. The service area and/or service bays should be screened or sited so they are not visible from the street.

B. Vehicles under repair shall be kept either inside a structure or in an area which is screened from views from the street.

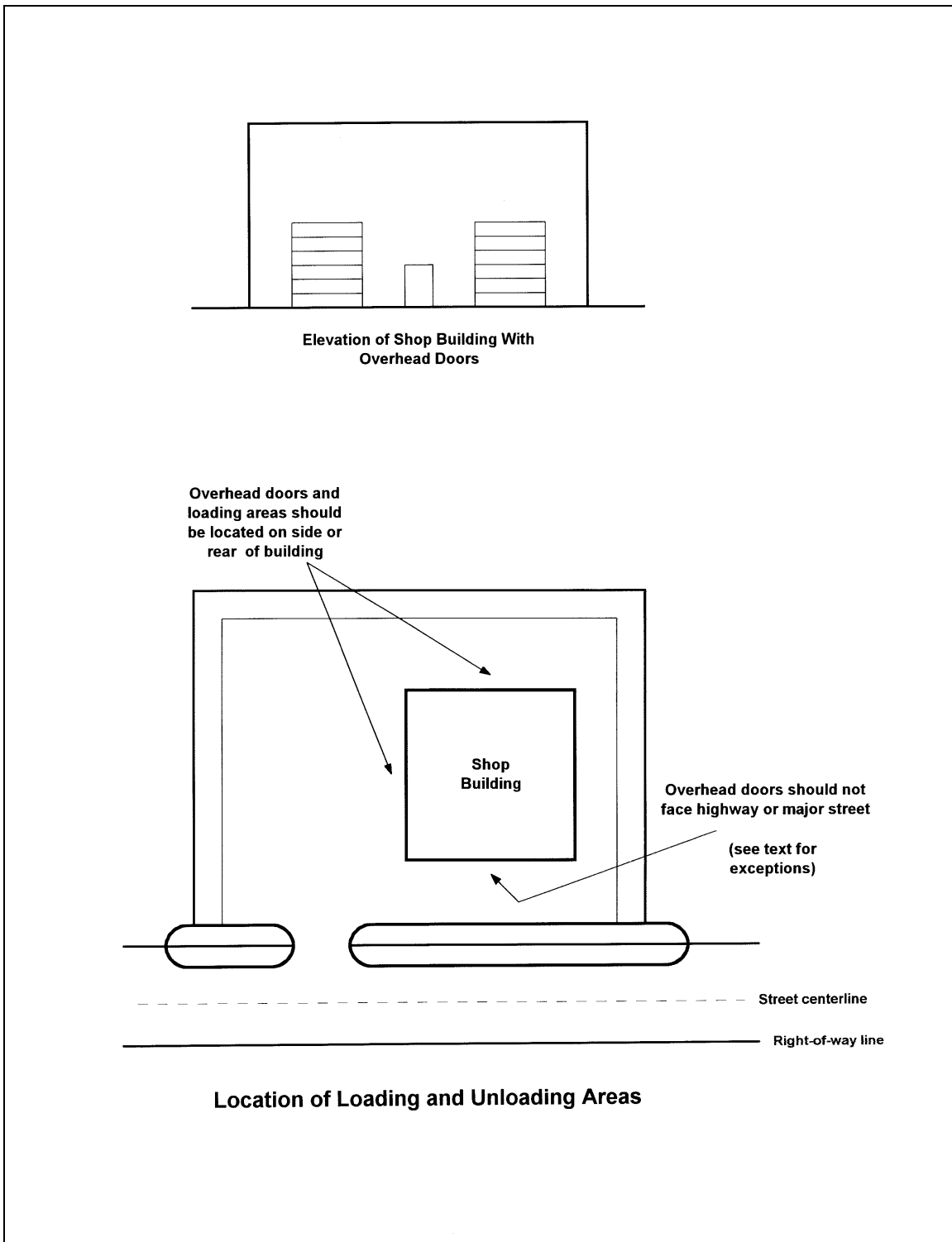
C. Service areas shall provide adequate queuing space that does not impede vehicle circulation through the site or result in vehicles stacking into the street.

D. Perimeter fencing, security fencing, or gateways shall be constructed of attractive materials which are compatible with the design and materials used throughout the project. Razor wire or electric fencing should not be allowed and chain link fencing is strongly discouraged.



Express Lube, Alpharetta Highway, Roswell

Discouraged practice. Auto service facilities should not have their service bays facing street, and parking for all uses should be located to the side or rear of the building rather than in the front yard.







NAPA auto parts store on the south side of SR 53 east of Ga. 400

The architecture fits the company's logo and design specifications, but the small awning adds very little articulation and interest to the building façade. The all-metal building should be broken up and treated with some different materials, such as a partial brick base.



NAPA Auto Parts Store, Mansell Road, Alpharetta

This NAPA store's building exterior has a more finished appearance (textured block as opposed to metal siding), the sign is monument style rather than erected on a pole, and the front yard is landscaped with shrubs and street trees.

#### 8.4. CONVENIENCE STORES

- A. The on-site circulation pattern should include adequate driving space to maneuver vehicles around cars parked at the pumps, with special attention to the circulation of vehicles not involved in the purchase of fuel.
- B. The amount of unrelieved pavement or asphalt area on the site should be limited through the use of landscaping, contrasting colors and banding or pathways of alternate paver material. Extensive expanses of single color concrete pavement should be avoided.
- C. Building architecture should be designed to provide an attractive appearance which is compatible with the surrounding area. All architectural details should be related to an overall architectural theme.
- D. Separate structures (canopy, carwash, cashiers booth, etc.) on the site should have consistent architectural detail and design elements to provide a cohesive project site. If a car wash is incorporated into the project, it should be well integrated into the design. The car wash opening should be sited so that it is not directly visible as the primary view from the street into the project site.



Exxon convenience store with gas pumps and car wash, Alpharetta Highway, Roswell

Recommended practices for building character into a convenience stores. The canopy over the gas pumps has brick support columns, a pitched, shingled roof and architectural detailing at the top of the structure. The car wash, located in the right part of the picture, has a brick façade and a pitched, shingled roof. Note that the materials for the canopy and car wash match the primary building on the site (convenience store). The developers have further softened the car wash building with second story windows.

## 8.5. COMMERCIAL DISPLAY LOTS

A. Where permitted, the outside storage or display of vehicles, equipment, and merchandise to be rented, leased, or sold, including manufactured home sales, should be visible along no more than thirty percent (30%) of the frontage of the property abutting the highway or major street, excluding approved driveway entrances and exits. Screening may be accomplished by a natural vegetative buffer, by a building, by an earthen berm, by a 100 percent opaque, solid wooden fence or wall, or combination of these screening methods. The use of low-lying landscaping that does not screen the display areas from view from the public right-of-way would not comply with this guideline.

B. Outdoor sales for department stores should be limited to a small percentage of the total area of the site, and if extensive in area, should be partially screened from view.



Fleetwood Homes site on GA 400 North

The view to this site, which displays and sells manufactured homes, needs to be mostly screened. Recommended practice is to screen approximately 70 percent of the frontage with landscaping, leaving a significant view corridor on part of the frontage.

## 8.6. FAST FOOD RESTAURANTS

A. Franchise or corporate style architecture and/or highly contrasting color schemes are discouraged. If the restaurant will occupy a pad within a shopping center, the building should be designed to be consistent with the "theme" or design of the center.

B. Where drive-through elements are appropriate, they should be architecturally integrated into the building. Drive-through elements should not be located on the street side of the building or else should be heavily screened from view.

C. The site design should accommodate a logical and safe vehicle and pedestrian circulation pattern through the site. Circulation needs to allow for adequate length of queuing lines for drive-through elements which do not interfere with the on-site parking for patrons entering the restaurant, nor result in traffic queuing into the street.

D. Free-standing restaurant buildings should be designed and detailed consistently on all sides, including the rear and side elevations.

E. Outdoor seating areas, play equipment, and perimeter fencing should be of compatible and attractive design that is integrated with the main building architecture.



Waffle House under construction on the south side of SR 53 east of Georgia 400

The building façade is broken up with regard to color and is composed of attractive materials. However, a pitched roof would have helped this building avoid a look of "shoebox" architecture. It has now been completed with awnings.



Arby's at Dawson Forest Rd. and GA 400



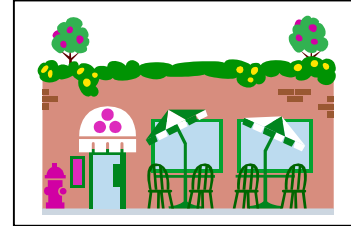
Arby's, Alpharetta Highway, Roswell

The shorter side of the building faces the street with all parking and the drive-through facility located in the side and rear yards. The front yard is landscaped with grass and shrubs (recommended practices). The neon banding is not recommended.

## 8.7. SHOPPING CENTERS

A. A unified architectural design should be incorporated into each commercial center, including freestanding pad buildings. However, this should not discourage variations in the facades of multi-tenant facilities to enhance the perception of individual places of business. Any such variations should be achieved without creating an uncoordinated appearance or disrupting the harmony of architecture created for the entire development.

B. Outdoor gathering areas and public eating areas are encouraged.



C. On larger commercial sites, a portion of the total building area should be located at the street perimeter, preferably on a corner location. Such siting, together with substantial landscape treatment, reinforces and strengthens the streetscape and helps to screen off-street parking areas.

D. Shopping cart storage areas should be incorporated into the building design to provide a visual screen of carts from the parking area.

E. Recycling collection boxes should be relocated in remote parts of the site and screened.



Kroger Shopping Center at GA 400 and SR 53

The parking lot lacks landscape islands. Box type lighting is appropriate and not too tall. No landscape strip exists along the side lot line. Most shopping centers are designed with parking to meet peak demands that rarely occur.



Kroger Shopping Center at GA 400 and SR 53

A grass strip separates the convenience store from the main shopping center. From the human scale, the signs oriented to capture the interests of motorists on Ga. 400 are tall and large. Note the Taco Bell restaurant in the left of the picture has multiple franchise flags flying from the roof. Flags used for advertising purposes add unnecessary visual clutter to the landscape. Notice the painted parking end island in the foreground; this area should have been curbed and landscaped with a street tree and shrubs to soften the impervious environment.



Shopping center northbound on Ga. 400 north of SR 136

Pitched roofs and use of brick in front building facades are recommended practices. However, architectural features lack harmony in the shopping center. Use of columns is appropriate. Note on the roof the metal protrusion that appears to have little if any practical function (it may be an extended fire wall) but unnecessarily introduces a distracting feature to the façade.

## CHAPTER NINE

### INDUSTRIAL USES

#### 9.1. INDUSTRIAL DISTRICTS

Industrial districts are typically laid out in a gridiron of large blocks 1000 to 2000 feet long and 400 to 1000 feet deep. Road rights-of-ways should be 80-100 feet for major roads and 60 feet for secondary roads. Curves and radii must be large enough to accommodate large trailer trucks.

#### 9.2 SCREENING OF INDUSTRIAL AND STORAGE YARDS

All areas devoted to the outside storage of vehicles, merchandise, and/or equipment not intended for display for public rent, lease, or sale, shall be screened from view from the right-of-way of the highway or county road along the entire property frontage, except in areas where access crossings have been approved. Screening may be accomplished by a natural vegetative buffer, by a building, by an earthen berm, by a 100 percent opaque, solid wooden fence or wall, or combination of these screening methods. The use of low-lying landscaping that does not screen the display areas from view from the public right-of-way shall not be deemed to comply with this requirement.



J & M Laboratories building

The rear side of J & M Laboratories provides a visible view of the loading and storage area (discouraged). This view should be at least partially screened with landscaping and/or a fence/wall.





J & M Laboratories building

The J & M Laboratories building is attractive architecture with appropriate use of columns and vertical articulation (generally good practice for business and industrial parks). However, the building is large enough that the building walls should also be broken vertically with recesses or projections to interrupt the continuous plan of the facade. Notice the reflection of the trees in the windows—while the windows are attractive they should not be too reflective.



Gainesville Welding and Maintenance, Henry Grady Highway

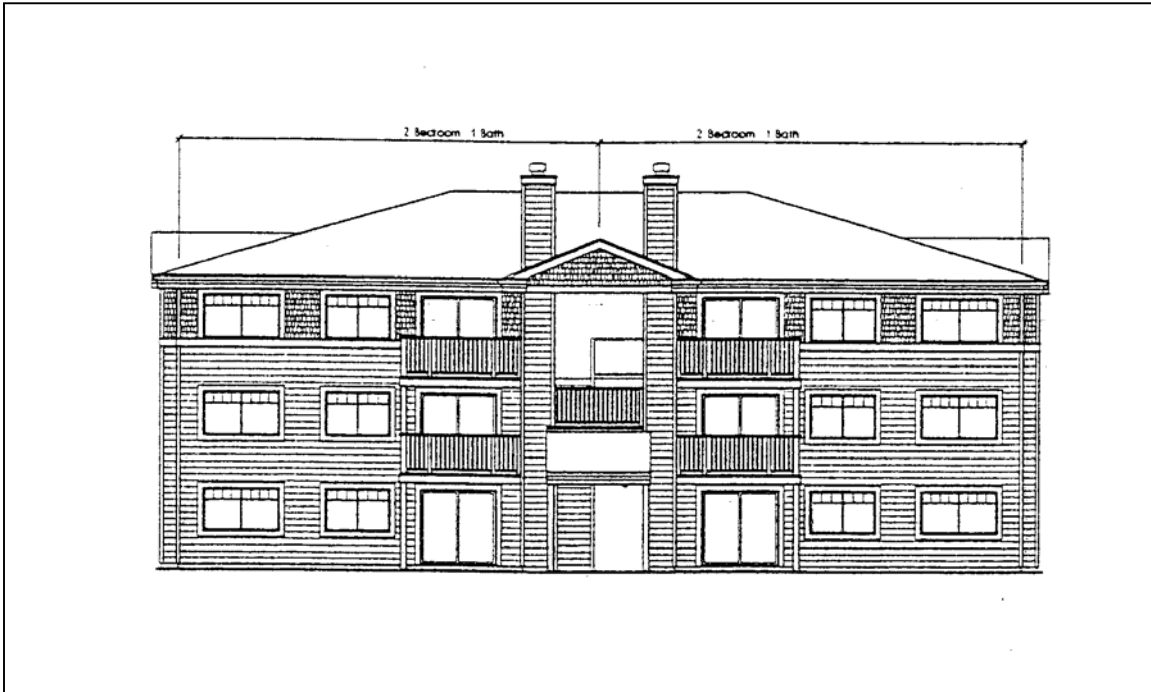
Chain link fencing with barbed wire top strands may be necessary for security purposes in light industrial zoning districts. If so, it should be coated with vinyl. The vehicle storage area is not screened (discouraged practice). Solid wooden fencing without barbed wire, with vegetated landscaping to soften the fencing, is a recommended practice. Inserting plastic or metal slats into the chain links for screening is not recommended because the inserts bend and break and are typically not very well maintained. The storage tank should be buried underground or at least screened.

## CHAPTER TEN

### MULTI-FAMILY RESIDENTIAL DEVELOPMENT

A. New multiple family residential developments should respect the scale and character of the adjacent residential neighborhood through attention to views, building scale and orientation, proximity to adjacent uses, location of driveways, noise, lighting and landscape.

B. Building facades should be articulated by using color, arrangement, or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Long facades should be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering institutional appearance.



C. Exterior site design and landscaping should provide functional recreational spaces and/or community site amenities. Exterior spaces should be designed to enhance the overall appearance and compatibility of such development by providing privacy, buffering and daylight, and to provide a pleasant transition to the street.



Dawson Forest Apartments

Pitched roofs and good use of Recesses and Projections



Split rail fence is acceptable. Sidewalks and street trees would be a good addition.

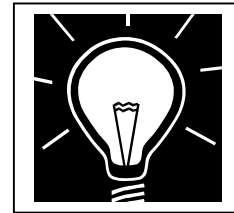
## CHAPTER ELEVEN

### EXTERIOR LIGHTING

#### 11.1. GENERALLY

A. Exterior lighting should be architecturally compatible with the building style, material and colors.

B. Exterior lighting of the building and site should be designed so that light is not directed off the site and the light source is shielded from direct offsite viewing. All outdoor light fixtures shall be fully shielded or be designed or provided with light angle cut-offs, so as to eliminate uplighting, spill light, and glare.

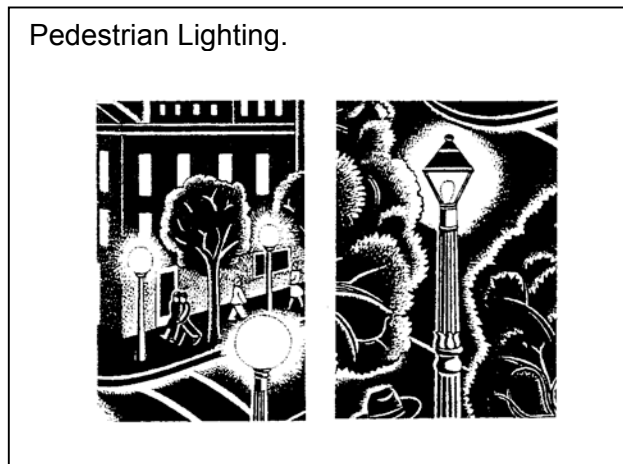


C. Excessive illumination of signage, building or site should be avoided. Roof lighting, down-lighting washing the building walls, and illuminated awnings are all strongly discouraged.

#### 11.2. MOUNTING POLES AND HEIGHT

A. Fixture mounting height should be appropriate for the project and the setting. Use of low, bollard-type fixtures, 3-4 feet in height, are encouraged as pedestrian area lighting.

B. The mounting height of fixtures in smaller parking lots or service areas should not exceed twenty feet, with lower mounting heights encouraged, particularly where adjacent to residential areas or other sensitive land uses.



Source: Prouse 1992.

C. The placement of light poles within raised curb planter areas is encouraged, but conflicts with parking lot trees which can obscure the lighting should be avoided.



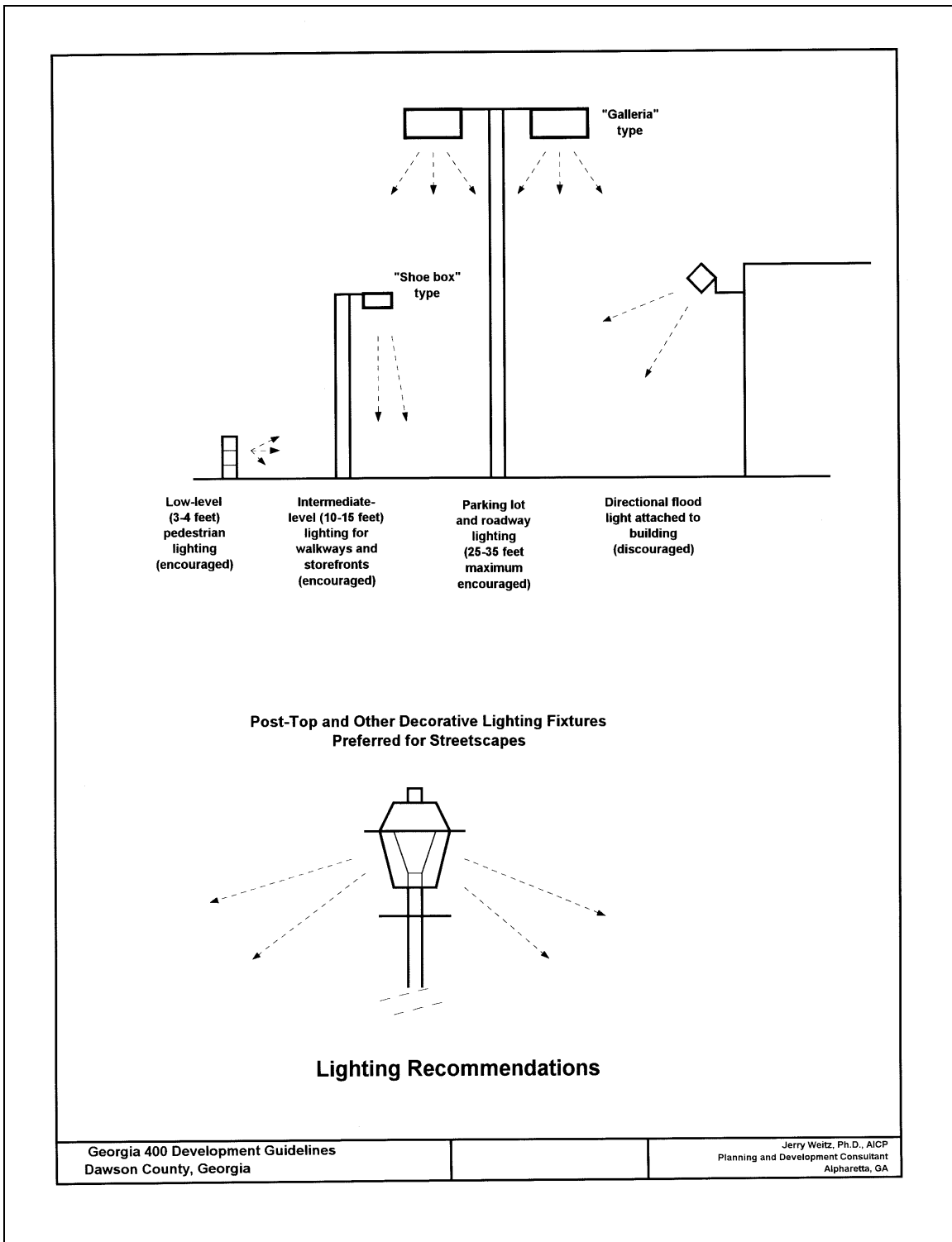
Dawson 400 shopping center

- The shoebox style lighting appears appropriate, although the light poles are of two different colors because the phased addition of the shopping center was not consistent with an earlier design theme.
- The Ingles in the background is an excellent example of architectural articulation with gables and pitched roofs, unique second story window treatments, and effective awnings along the façade. Note also the strong variation in the roof line (all recommended architectural practices for shopping centers).



Mattress King, Alpharetta Highway, Roswell

Discouraged lighting practice. Flood lights installed at the roof line on the building are pointed toward the highway. At nightfall, motorists are likely to experience glare from these lights.



D. Luminaries should be rugged for the application, adapted to the environment, and designed to give years of trouble-free service. Quality luminaries should be selected because, even though there is a higher initial cost, they will be paid back quickly in reduced maintenance costs and increased reliability. Pole mounted “lantern style” or post-top” luminaries are preferred.

### **11.3. TYPES OF LIGHTING**

- A. Light fixtures that provide canopy overlighting should be recessed into the canopy.
- B. Yard lights shall be oriented downward; uplighting is not permitted.
- C. Roof top lighting is strongly discouraged.
- D. The use of excessive night-time security lighting is discouraged. Other security measures should instead be considered.
- E. The use of laser source light for outdoor advertising or entertainment is prohibited.
- F. High pressure sodium lighting is preferred over metal halide or other types of lighting for outdoor parking lots.

### **11.4. ARCHITECTURAL LIGHTING**

- A. Well-designed and distinctive lighting of building facades is one of the best ways to attract attention and make a favorable impression with a minimal investment. Building façade lighting can help enhance the intrinsic charm, beauty, and utility of any given setting. Architectural lighting may include outlining, floodlighting, spotlighting, or any applicable combination of these techniques.
- B. The discrete lighting of a few key architectural features or details is preferred over uniform floodlighting of the entire building façade. Focal points can also be established through careful floodlighting of major buildings, with the lighting of secondary buildings keyed in turn to these focal points.
- C. Highly polished surfaces such as glass, marble, glazed tile, glazed brick, porcelain enamel, and various metals can reflect the image of the light source. Designers should avoid lighting these reflective surfaces directly. Glass buildings usually cannot be lighted for nighttime viewing.

### 11.5. ILLUMINANCE LEVELS

Illuminance levels for outdoor lighting fixtures should comply with the following standards, measured at three feet above the ground or finished grade.

<b>At Property Lines Including Rights-of-Ways</b>	<b>Minimum Footcandles</b>		<b>Maximum Footcandles</b>
At property line abutting a residential zoning district	None.		0.5
At property line abutting an office-professional zoning district	None		1.0
At property line abutting a commercial or light industrial zoning district	None		1.5
<b>Off-Street Parking Lots</b>	<b>Minimum Footcandles</b>	<b>Average Footcandles</b>	<b>Maximum Footcandles</b>
Residential districts	0.5	2	4
Office-professional districts	1.0	3	6
Commercial districts	2.0	6	12
Light industrial districts	1.0	4	8

Source: Derived from Illuminating Engineering Society of North America 1999.



## CHAPTER TWELVE

### SIGNAGE

#### 12.1. GENERALLY

A. All signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture, and lighting so that they are complementary to the overall design of the building and are not in visual competition with other signs in the area.

B. All signs should complement their surroundings without competing with each other, and shall convey their message clearly and legibly. If illuminated, signs should not be overly bright for their surroundings.

#### 12.2. SIGN PLACEMENT

A. Signs should be proportionate to the dimensions of their location.

B. Wall-mounted signs should be framed to create a clearly defined edge, provide shadow relief and a substantial appearance.

#### 12.3. SIGN TYPE

A. The use of roof signs is highly discouraged.

B. Rims of neon or use of neon in signs are highly discouraged.

C. Freestanding monument signs are appropriate for office, retail, and industrial uses. Freestanding signs should be a low height wherever site conditions allow for visibility. Monument sign materials should reflect the character of the use and the building(s) the sign identifies.

D. Freestanding sign bases should be made of permanent, durable materials such as concrete or brick. Bases made of texture-coated sheet metal are discouraged.

E. Pole-mounted freestanding signs are discouraged.



F. Driveway directional signs should only be used for projects where circulation is complex and traffic must proceed through the site along a specific path for service. Where the layout of the parking lot and driveways are obvious and clearly apparent to the driver entering from the street, directional signage is not appropriate. When not appropriate or needed, such signage can visually clutter the site and are discouraged.

#### **12.4. SIGN DESIGN AND MATERIALS**

- A. Dark colored backgrounds on signs are generally encouraged. Stark white or extremely bright background colors such as bright red, orange or yellow are discouraged.
- B. Where the design of the sign results in a large field of illuminated background, the use of white or off-white as a background color should be avoided in favor of a more suitable color.
- C. Exposed supports or guy wires to stabilize signs are strongly discouraged.
- D. Flat sheet signs (such as plywood) should have a trimmed edge or frame to improve the finished appearance of the sign.

#### **12.5. SIGN LIGHTING**

- A. External spot or flood lighting, if needed, shall be arranged so that the light source is screened from direct view by passersby, and so that the light is directed against the sign and does not shine into adjacent property or blind motorists and pedestrians.
- B. Illumination of individual letter signs by shining light upon them is discouraged for both skyline signs and signs placed high on building walls.

#### **12.6. SIGN PROGRAMS**

Sign programs that show how signs will complement the style, color and materials of the building are encouraged.

#### **12.7. DIRECTIONAL SIGNS**

Development applicants should provide, and the county may require, a program for off-premise directional signage to serve all businesses which do not directly access Georgia 400. These guidelines envision a system of “logo” directional signs, similar to the blue logo signs used on interstate highways, placed at corners of intersections, within or immediately outside public right-of-ways, to guide customers and patrons from the highway and along public frontage roads to their destinations.

#### **12.8. FLAGS**

The use of flags should be limited to the flying of one flag of the United States and one flag of the State of Georgia. Business logo flags or the use of multiple U.S. flags for purposes of advertising are strongly discouraged.



North Lanier Court, Ga. 400 northbound of SR 53

- This site has a uniquely shaped monument style identification sign that is appropriately sited and sized with regard to area and height.
- The size and height of the monument sign is a recommended practice. However, the real estate sign gives a billboard type of appearance to the site.
- The real estate sign does not need to be sized for Ga. 400 motorists, as appears to be the case here. Real estate signs should be considerably smaller in size.



Shopping center northbound on Ga. 400 north of SR 136

- Sign blight—a discouraged practice that sets a dangerous precedent and visually degrades the visual character of the corridor.
- Signs that pertain to businesses no longer operating in the shopping center must be removed.
- Portable signs are strongly discouraged if not prohibited.



Shopping center northbound on Ga. 400 north of SR 136

Another example of sign blight (discouraged practice) on the same site. Sign structures that used to provide signage for business that are no longer operating must be removed.



Shopping center northbound on Ga. 400 north of SR 136

Signs for the center should consist of one monument sign, not individual pole signs for multiple businesses as shown here (discouraged if not prohibited practice).



Dawson 400 shopping center at Ga. 400 and SR 53

The brick monument shopping center sign at Dawson 400, while massive in size, is attractive and landscaped around the base (a recommended practice). However, the top of the sign is not integrated into the masonry (a discouraged practice), and the changeable copy area is not appropriately scaled. The shopping center sign provides smaller areas for other retail tenants (e.g., Ace Hardware) (recommended practice). Notice the tall pole signs and billboards in the background contribute to the interchange's "strip" commercial appearance.



Dawson Forest Apartments

This monument entrance sign, with landscaping, is a recommended practice.

## CHAPTER THIRTEEN

### APPLICATION REQUIREMENTS

#### 13.1. GENERALLY

A written design concept statement should be submitted as part of the design review application which identifies the significant site features, supports the reasoning behind the architecture and site plan proposed, and explains how important site features are incorporated into the project design. Among the elements that should be discussed include but are not limited to, the following: soils, vegetation, hydrology, climate, topography, aesthetics, historical significance, and existing land use.

#### 13.2. SITE PLAN REQUIREMENTS AND SPECIFICATIONS

A site plan is required. It must be drawn to an engineering scale usually on a sheet or sheets no greater than 24 by 36 inches. It shall include surrounding streets (including rights-of-ways), driveways, parking, building locations, and surrounding property lines and uses within 100 feet of the subject site.

#### 13.3. LANDSCAPING PLAN

Landscape plans shall be reviewed and approved by staff prior to the issuance of a building permit.

#### 13.4. LIGHTING PLAN

Lighting plans shall be required for shopping centers, convenience stores, auto dealerships, and lighted commercial display lots of one acre or more in size. When required, lighting plans shall illustrate proposed lighting. The plan shall show areas of night illumination and the amount of light at various places measured in footcandles. When required, the lighting plan shall consist of either isofootcandles (connecting points of equal light illumination levels, similar to a topographic contour) or a photometric grid with individual spot readings. The lighting plan shall also indicate light pole height, type, and number of fixtures per pole, along with fixture type and style.

#### 13.5. DEVELOPMENT AND CONSTRUCTION IN ACCORDANCE WITH APPROVED PLANS

All site development, landscaping, and improvements shall be carried out in accordance with approved plans. All building construction shall be carried out in accordance with approved elevations.

## GLOSSARY

**Amenity.** Aesthetic or other characteristics that increase a development's desirability to a community or its marketability to the public. Amenities may differ from development to development but may include such things as recreational facilities, pedestrian plazas, views, streetscape improvements, special landscaping, or attractive site design.

**Anchor tenant.** The major store or stores within a shopping center.

**Appearance.** The outward aspect that is visible to the public.

**Appropriate.** Fitting to the context of a site, neighborhood or community.

**Arcade, entry.** An arcade that provides public access to a building entrance, retail space, and/or public space.

**Architectural concept.** The basic aesthetic idea of a structure, or group of structures, including the site, signs, buildings and landscape development that produces the architectural character.

**Architectural features.** Ornamental or decorative features attached to or protruding from an exterior wall, including cornices, eaves, gutters, belt courses, sills, lintels, bay windows, chimneys, and decorative ornaments.

**Architectural recesses.** Portions of a building wall at street level which are set back from the street line so as to create articulation of the building wall and/or to provide space for windows or doors.

**Architecture.** The art and science of designing and constructing buildings adapted to their purposes, one of which is beauty.

**Attractive.** Having qualities that arouse satisfaction and pleasure in numerous, but not necessarily all, observers.

**Awning.** A hood or cover that forms a roof-like structure, often of fabric, metal, or glass, designed and intended for the protection from the weather or as a decorative embellishment, and which projects from the wall or roof of a structure over a window, walk, door, or the like. Awnings may be retractable but are most often fixed with a rigid frame.

**Awning, internally illuminated.** A fixed awning covered with a translucent membrane that is, in whole or part, illuminated by light passing through the membrane from within the structure.

**Balustrade.** A railing consisting of a handrail or balusters.

**Bollards.** Luminaries having the appearance of a short, thick post, used for walkway and grounds lighting. The optical components are usually top mounted.

**Brightness.** The subjective sensation to measured luminance's. Brightness is affected by the environment in which the luminaire resides and is also a function of average luminance, luminous intensity, mounting height, beam angle, and background luminance. As the background luminance of a scene gets higher, the apparent brightness of a luminaire becomes lower. Brightness is difficult if not impossible to measure. However, higher luminous intensities generally mean higher brightness.

**Buffer.** A strip of land along a property, lease line, or other border, never less than 15 feet, between one use and another or between an environmentally sensitive area and another use, to screen, separate and shield one use area from another and obstruct noise, illumination, visual, and other incompatibilities or nuisances. A buffer may be a natural, undisturbed area of trees and undergrowth that provides opaque or near opaque screening. A buffer, where sparsely vegetated, is replanted with trees and shrubs to enhance its screening functions to opaque or near opaque conditions. A fence or wall can be included within a buffer but a fence or wall in itself does not constitute a buffer.

**Build-to line.** An alignment established a certain distance from the curb or right-of-way line to a line along which a building or buildings shall be built.

**Building bulk.** The visual and physical mass of a building.

**Built environment.** The elements of the environment that are generally built or made by people as contrasted with natural processes.

**Caliper.** A forest standard of tree trunk measurement for understory or replacement trees.

**Canopy.** A roof-like structure, supported by a building and/or columns, poles, or braces extending from the ground, including an awning, that projects from the wall of a building over a sidewalk, driveway, entry, window, or similar area, or which may be freestanding.

**Character.** The nature of a building.

**Cohesiveness.** Unity of composition among elements of a structure or among structures, and their landscape development.

**Common area.** Land within a development, not individually owned or dedicated to the public, and designed for the common usage of the development. These areas include green open spaces and yards and may include pedestrian walkways and complimentary structures and improvements for the enjoyment of residents of the development. Maintenance of such areas is the responsibility of a private association, not the public.

**Compatibility.** With regard to development, the characteristics of different land uses or activities that permit them to be located near each other in harmony and without conflict. With regard to buildings, harmony in appearance of architectural features in the same vicinity.

**Continuity.** The flow of elements or ideas in a non-interrupted manner.



**Cornice.** A horizontal element member, structural or nonstructural (i.e., molding), at the top of the exterior wall or projecting outward from an exterior wall at the roof line, including eaves and other roof overhang.

**Curb cut.** The providing of vehicular ingress and/or egress between property and an abutting street or road. Where a curb exists, curb cut means an opening along the road curb for an access driveway.

**Design guideline.** A standard of appropriate activity that will preserve or enhance the architectural character and site design and function of a building, structure, or development.

**Detail.** A small feature or element that gives character to a building.

**Detention area.** An area that is designed to capture specific quantities of stormwater and to gradually release the stormwater at a sufficiently slow rate to avert flooding or erosion.

**Dormer.** A window projecting from a roof.

**Drainage.** (1) the outflow of water from a site; and (2) the removal of surface water from land by drains, grading, or other means that include runoff controls to minimize erosion and sedimentation.

**Driveway.** A private roadway providing access for vehicles to a parking or loading area, dwelling, or other structure.

**Driveway, common.** A privately owned and maintained driveway shared by adjacent property owners.

**Drip line.** An imaginary vertical line of a tree's outermost branch tips down to the ground. The circular area of land surrounding the tree from the trunk to the outermost branches.

**Earthen berm.** A continuous mound of earth, normally landscaped, used to shield site objects from view and to provide visual interest.

**Eave.** The projecting lower edges of a roof overhanging the wall of a building.

**Eave line.** The extension of a roof line beyond the vertical wall of a building.

**External design feature.** The general arrangement of any portion of structures or landscaping, including the type, and texture of the materials, the type of roof, windows, doors, lights, signs, and fixtures of portions which are open to the public view.

**Façade.** Typically the front of a building; however, any building square on view is considered a façade (see definitions below).

**Façade, front.** Any façade with a main public entrance which faces one of the primary streets.

**Façade, rear.** Any façade without a public entry that does not face a public road.

**Façade, side.** Any façade without a public entry but facing a public street.

**Fenestration.** The organization of windows on a building wall.

**Flag.** Any fabric or other flexible material attached to or designed to be flown from a flagpole or similar device.

**Flag, business.** A flag displaying the name, insignia, emblem, or logo of a profit-making entity.

**Footcandle.** A unit of illuminance on a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot. One footcandle (FC) is the equivalent of 10.76 Lux (1 Lux = 0.0929 FC).

**Footprint.** The horizontal area as seen in plan, measured from the outside of all exterior walls and supporting columns. It includes garages, covered carports, and accessory structures.

**Gable.** The triangular upper portion of an end wall, underneath a peaked roof.

**Glare.** The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility.

**Grade, natural.** The existing grade or elevation of the ground surface that exists or existed prior to man-made alterations, such as grading, grubbing, filling, or excavating.

**Habitat.** The physical location or type of environment in which an organism or biological population lives or occurs.

**Harmony.** A quality that represents an attractive arrangement and agreement of parts of a composition, as in architectural elements.

**Hedge.** A row of closely planted shrubs, bushes, or any kind of plant forming a boundary.

**Illuminance.** The area density of the luminous flux incident at a point on the surface. It is a measure of light incident on a surface, expressed in lux or footcandles.

**Impervious surface.** Any hard-surfaced, man-made area that does not readily absorb water, including but not limited to building roofs, parking and driveway areas, graveled areas, sidewalks, and paved recreation areas.

**Irrigation.** The methods of supply and application of water other than natural rainfall.

**Irrigation system.** A permanent, artificial watering system designed to transport and distribute water to plants.

**Isofootcandle Plan:** A site plan of a proposed development showing proposed outdoor illuminance with a series of isofootcandle lines that join points on a surface where the illuminance is the same.

**Landscaped coverage ratio.** The area of a property devoted to landscaping, including natural buffers, divided by the total area of the property.

**Landscaping.** The area within the boundaries of a given lot that consists of planting materials, including but not limited to, trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials.

**Lighting, neon outline.** Outline lighting formed in whole or part with neon.

**Lighting, outline.** An arrangement of lighting that outlines or calls attention to certain features of a building, such as its shape or the decoration of a window.

**Lighting, pedestrian-scale.** Light standards or placements no greater than 15 feet in height located along walkways.

**Luminaire (light fixture).** A complete lighting unit consisting of a lamp or lamps and ballasting (when applicable) together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. This term shall be interpreted broadly as applying to all outdoor electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, building façade and canopy lighting, recreational area lighting; parking lot lighting; landscape lighting; billboards and other sign (advertising or other) lighting; driveway and street lighting; and product display area lighting.

**Luminaire, cutoff.** A luminaire that provides a light distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle of 90 degrees above nadir, and 100 (10 percent) at a vertical angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

**Luminaire, full cutoff.** A luminaire that provides a light distribution where zero candela intensity occurs at an angle of 90 degrees above nadir, and at all greater angles from nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

**Luminance.** Within the context of outdoor lighting, the quantity of light reflected or emitted toward an observer.

**Massing.** The overall visual impact of a structure's volume; a combination of height and width and the relationship of the heights and widths of the building's components.

**Modularity.** Design composition comprised of a rhythmic organization of parts.

**Modulation.** A measured setback or offset.

**Natural drainage.** Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

**Natural features.** Components and processes present or produced by nature, including soil types, geology, slopes, vegetation, surface water, drainage patterns, aquifers, climate, floodplains, aquatic life, and wildlife.

**Outdoor storage.** The keeping of personal or business property or motor vehicles in an area outside of a building for a period of time greater than 24 hours, including items for sale, lease, processing, and repair.

**Parapet.** A low retaining wall at the edge of or along a roof.

**Pedestrian-oriented development.** Development designed with an emphasis primarily on the street sidewalk and on pedestrian access to the site and building, rather than auto access and parking areas. The building is generally placed close to the street and the main entrance is oriented to the street sidewalk. There are generally windows or display cases along building facades which face the street.

**Portico.** An exterior appendage to a building, normally at the entry, usually roofed.

**Proportion.** Balanced relationship of parts of a building, signs and other structures, and landscape to each other and to the whole.

**Recessed Canopy Fixture.** An outdoor lighting fixture recessed into a canopy ceiling so that the bottom of the fixture is flush with the ceiling.

**Retaining wall.** A wall or similar structure used at a grade change to hold soil on the up-hillside from slumping, sliding, or falling.

**Retention pond.** A basin to hold storm water runoff and to provide a gradual release of it through drainage facilities.

**Ridge.** The peak of a roof. Also, the horizontal member at the peak into which the rafters join.

**Roof.** The cover of a building, including the eaves and similar projections.

**Roof, flat.** A roof having no pitch or a pitch of not more than 2:12.

**Roof, pitched.** A shed, gabled, or hipped roof having a slope or pitch of at least one foot rise for each four feet of horizontal distance.

**Safety lighting.** Exterior lighting that involves ensuring proper levels of illumination to provide safe working conditions, safe passage, and the identification of outdoor hazards.

**Scale.** Proportional relationships of the size of parts to one another and to humans.

**Scenic vista.** A visual panorama with particular scenic value.

**Security Lighting.** Exterior lighting installed solely to enhance the security of people and property.

**Sheet flow.** Flow of liquid moving evenly over an area without being concentrated in swales.

**Sign, abandoned.** A sign or sign structure on a site where all buildings have been demolished or removed, or a sign or signs pertaining to a business or other use that has not operated on the site for a period of ninety days or more.

**Sign, freestanding.** Any sign supported wholly or in part by some structure other than the building or buildings housing the business to which the sign pertains, usually supported by a pole, mast, frame or other structure that is not itself an integral part of the sign.

**Sign, monument.** A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structure features other than support poles.

**Sign, pole.** A sign that is mounted on a freestanding pole or other support that is not itself an integral part of the sign.

**Sign, roof.** A sign erected on a roof or any sign that projects above the highest point of the roof line, parapet, or fascia of the building.

**Sign, wall.** A sign mounted flat against and projecting no more than 12 inches from the wall of a building or structure.

**Sign, window.** A sign affixed to the interior or exterior of a window or placed immediately behind a window pane so as to attract the attention of persons outside the building.

**Sky glow.** Atmospheric or astronomical light pollution that deprives urban residents of the opportunity to stargaze and hampers astronomers' attempts to view the night sky through telescopes.

**Spill light.** Light emitted by an outdoor light fixture that falls outside the boundaries of the property on which the installation is sited.

**Street furniture.** Those features associated with a street that are intended to enhance the street's physical character and use by pedestrians, such as benches, trash receptacles, planting containers, pedestrian lighting, kiosks, etc.

**Street hardware.** Objects other than buildings or street furniture that are part of the streetscape. Examples are: non-pedestrian street light fixtures, utility poles, traffic lights and their fixtures, fire hydrants, etc.

**Streetscape.** The appearance and organization along a street of buildings, paving, plantings, street hardware, street furniture, and miscellaneous structures.

**Trash enclosure.** An accessory use of a site where trash and/or recyclable material containers, or any other type of waste or refuse container is stored.

**Tree.** Any self-supporting, woody perennial plant usually having a single trunk diameter of three inches or more which normally attains a mature height of at least fifteen feet.

**Tree, overstory.** A tree that composes the top layer or canopy of vegetation and that will generally reach a mature height of greater than forty (40) feet.

**Tree, significant.** Any tree deemed by a qualified arborist, registered forester or landscape architect to be of a rare or unusual species.

**Tree cover.** An area characterized by a dense vegetation canopy and limited views through woodlands.

**Tree save area.** An area composed of closely grouped trees designated for preservation.

**Undergrounding.** The placement of utility lines below ground, with the removal of above-ground poles, wires and structures as applicable.

**Uplighting.** Any light source that distributes illumination above a 90-degree horizontal plane of the light source.

**View corridor.** The line of sight identified as to height, width, and distance of an observer looking toward an object.

**Viewshed.** The area within view from a defined observation point.

**Xeriscaping.** Landscaping characterized by the use of vegetation that is drought-tolerant or a low water use in character.

## REFERENCES

- Barnett, Jonathan, and Gary Hack. 2000. Urban Design. In The Practice of Local Government Planning, 3<sup>rd</sup> Ed., Charles J. Hoch, Linda C. Dalton, and Frank S. So, Editors. Washington, DC: International City/County Management Association.
- Bishop, Kirk R. 1989. Designing Urban Corridors. Planning Advisory Service Report Number 418. Chicago: American Planning Association.
- Davidson, Michael, and Fay Dolnick, eds. 1999. A Glossary of Zoning, Development, and Planning Terms. Planning Advisory Service Report No. 491/492. Chicago: American Planning Association.
- DeChiara, Joseph, and Lee E. Koppelman. 1984. Time Saver Standards for Site Planning. New York: McGraw-Hill.
- Illuminating Engineering Society of North America. 1999. Lighting for Exterior Environments: An IESNA Recommended Practice. RP-33-99.
- Oregon Transportation and Growth Management Program. 1999a. Main Street...When a Highway Runs Through It: A Handbook for Oregon Communities. Salem, OR: Department of Land Conservation and Development.
- Oregon Transportation and Growth Management Program. 1999b. Model Development Code and User's Guide for Small Cities. Salem, OR: Department of Land Conservation and Development.
- Oregon Transportation and Growth Management Program. 1999c. The Infill and Redevelopment Code Handbook. Salem, OR: Department of Land Conservation and Development.
- Prouse, Robert. May 1992. Lighting Our Streets. Planning Commissioners Journal, No. 4.
- Sternberg, Ernest. 2000. An Integrative Theory of Urban Design. Journal of the American Planning Association 66, 3: 265-278.
- Stover, Virgil G., and Frank J. Koepke. 1988. Transportation and Land Development. Washington, DC: Institute of Transportation Engineers.

## APPENDIX

### APPLICATION REVIEW CHECKLIST

**PROJECT NAME:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**NAME OF PERSON  
 COMPLETING THIS FORM:** \_\_\_\_\_

This checklist is intended for use by the designer as a summary of the development and design guidelines established in this document. It is not intended to serve as a substitute for a reading and application of these guidelines. This checklist will also be used by the county planning and zoning department as a means of determining compliance with specific guidelines. For more information, consult the actual text of these guidelines. The designer must demonstrate how the recommended guidelines are met or why they cannot be met.

GUIDELINE (reference)	YES	NO	COMMENTS
Does the proposed development relate to the site and its surroundings? (2.1.1)			
Does the project evaluate, retain, and incorporate natural features, where appropriate? (2.1.2)			
Are significant site features identified and incorporated into development plans? (2.1.2)			
Are riparian zones, wetlands, flood plains, etc. and other environmentally sensitive areas protected? (2.1.2, 2.1.3)			
Are amenity features incorporated into the development? (2.1.4)			
Does the grading plan avoid an unnatural site appearance, and are cuts and fills more or less balanced on the site? (2.2.1)			
Is grading prohibited underneath trees to be retained? (2.2.1)			
Does the plan avoid the filling of riparian areas? (2.2.1)			
Do plans reflect adherence to best erosion control practices? (2.2.2)			
Have permeable pavements been considered for parking lot overflow and employee parking areas? (2.2.2)			
Does the proposed development use the natural, on-site drainage system to the extent it is possible? (2.2.2)			



GUIDELINE	YES	NO	COMMENTS
Are stormwater ponds and lakes designed for maximum habitat value? (2.2.2)			
If retaining walls are visible from the public right-of-way, have they been faced with brick, stone, or some other architectural treatment, and/or screened with landscaping? (2.2.3)			
Are all utility installations serving the development installed underground? (2.2.4)			
Are utility easements combined where possible? (2.2.4)			
Are berms used to provide separation from vehicle traffic and incompatible land uses? (2.2.5)			
Has an analysis been made of the likely and necessary pedestrian routes, including linkages to individual buildings, neighboring properties, and access ways along public roads? (Chapter 3)			
Does the access plan meet state requirements and these guidelines, including interparcel access, driveway separation, and shared driveways? (4.1)			
Is a public frontage road incorporated into the site development plan and provided? (4.1)			
Is access provided only to the frontage road, or in cases where no other access is available, is access limited to one entrance/exit per development? (4.1)			
Is inter-parcel site access provided? (4.1)			
Do all driveway openings meet minimum access spacing requirements? (4.1)			
Are service functions separated from main circulation areas, or at least integrated into the circulation pattern in a manner that minimizes conflicts with vehicles and pedestrians? (4.2)			
Do off-street parking areas meet specifications? (4.3)			
Are clear zones and driveway entry throat distances sufficient to allow safe turning movements after exiting from the highway? (4.3)			
Is a continuous, opaque screen provided where parking areas directly front on a public street? (4.3)			
Does the plan provided for handicapped parking? (4.3)			
Is landscaping maximized within the viewshed of the highway and major streets? (5.1)			
Are all shrubs proposed to be at least three gallon size? (5.1)			
Are trees that are proposed to be planted located away from hardscape areas to avoid damage? (5.1)			
Are landscaping or architectural treatments used to screen unattractive views and features? (5.1)			

GUIDELINE (reference)	YES	NO	COMMENTS
Does the development provide for required buffers when abutting existing residential zoning districts? (5.2.1)			
In the north portion of the Georgia 400 corridor, does the plan provide for the required thirty-foot wide buffer along the highway right-of-way? (5.2.2)			
Are the right-of-way frontage planting strips provided according to specifications? (5.3)			
Are all significant trees protected as recommended, and are tree save areas delineated on plans? (5.4)			
Are tree protection devices provided? (5.4)			
Does the parking lot landscaping meet requirements? (5.5)			
Is curbing used at the edges of all paving surfaces to protect landscaped areas from vehicle encroachment? (5.5)			
Are street trees installed within the public right-of-way of local streets for all development within non-residential districts? (5.6)			
Is a plan for an irrigation system provided, where appropriate? (5.7)			
Does the landscaping plan integrate water conservation measures or reduce water use? (5.7)			
Does the application reflect and acknowledge the architecture of the neighboring area, as appropriate, and if so, is the architecture compatible? (6.1)			
Has the designer evaluated the proposed architecture with regard to size, scale, massing, fenestration, rhythm, setback, materials, and context? (6.1)			
Do the exterior materials of principal buildings include appropriate and recommended architectural finishes? (6.3)			
Are the following material types avoided: smooth-faced concrete block, tilt-up concrete panels, and prefabricated steel panels? (6.3)			
Do material and color changes occur at changes of plane? (6.3)			
Are address numbers provided and legible from the public street? (6.3)			
Do the building colors follow the recommendations with regard to base, trim, and accents part of the building? (6.4)			
Are awnings and canopies provided, as appropriate, and if so, do they meet the recommended guidelines? (6.5)			
Are parapets and cornices incorporated into the building design, as appropriate? (6.6, 6.7)			

GUIDELINE (reference)	YES	NO	COMMENTS
Are electric transformers located to the rear of the site or screened from view? (7.1)			
Do dumpsters/trash enclosures meet specifications for screening? (7.2)			
If located on the roof, is mechanical equipment screened from public view? (7.3)			
Do long fences or walls incorporate changes in plane, height, material, or texture to minimize visual monotony? (7.4)			
Do fences meet the recommended guidelines? (7.4)			
Are recesses and projections used appropriately to break up monotonous building facades? (8.1)			
If a shopping center or commercial development, does the site plan reflect consistency with guidelines established in Chapter 8?			
Are vehicle bays and service areas screened? (8.3)			
Are all loading areas and overhead doors on the side or rear of the building, or otherwise completely screened from view from the road? (8.4)			
Are accessory structures consistent in architectural detail and design elements to provide a cohesive architectural site design? (8.4)			
If a commercial display lot, does the site layout provide screening along the majority of the frontage abutting public rights-of-ways? (8.5)			
If a restaurant, does the plan meet all recommendations for architecture, color, drive-through circulation, etc.? (8.6)			
For shopping centers, is a unified architectural design provided? (8.7)			
For shopping centers, is a portion of the total building area located at the street perimeter, such as at a corner location? (8.7)			
For shopping centers, are cart storage areas an integrated part of the design? (8.7)			
For shopping centers, are recycling collection boxes located in remote areas and screened? (8.7)			
For industrial uses, are storage areas substantially screened from view of the right-of-way? (9.2)			
Is the location and type of lighting identified on plans, and does the lighting meet the guidelines for pole height, types of fixtures, and illuminance levels? (Chapter 11)			
Is architectural lighting, if provided, consistent with the recommended guidelines? (11.4)			
Is a lighting plan required? (13.4)			

GUIDELINE (reference)	YES	NO	COMMENTS
Are signs architecturally integrated with their surroundings in terms of size, shape, color, texture, and lighting? (12.1)			
Does the development proposal include a detailed sign program? (12.6)			
Are directional signs provided as may be required by the county? (12.7)			

Date Form Completed: \_\_\_\_\_

(For administrative use only)

---



---



---



---



---



---



---



---



---



---



---

**-DRAFT 53 OVERLAY DISTRICT TO FOLLOW-**

---

# 53 OVERLAY DISTRICT

---



AUGUST 28

---

Dawson County  
Planning and Development



---

# 53 Corridor Overlay

## Purpose

The purpose of this overlay is to foster visual unity and elevate design quality as one drives along Highway 53 through Dawson County. The 53 Overlay seeks to highlight three different nodes and tailor site planning, architecture, signage, and lightings standards. The overall goal of this document is to provide a framework to encourage, maintain, and showcase the character of this district.

***“Showcasing the character of the district”***

---

Site Planning .....	4
Vehicle Access.....	5
Landscaping .....	6
Architecture.....	7
Accessory Structures.....	8
Commercial Development .....	9
Industrial Uses .....	10
Exterior Lighting.....	11
Signage .....	12
Application Requirements.....	13
Exhibit A – Scope of Work.....	
Exhibit B – SOW and Methodology .....	
Exhibit C – Visual Preference Survey .....	
Exhibit D – Code Review .....	



---

## ***Site Planning***

- A. Relate Design to Site and Surroundings
  - a. The site plan, building design and landscaping of new development should achieve high quality and appearance, which will enhance and be compatible with the character of the surrounding area.
  - b. Site planning and design of projects proposed adjacent to dissimilar land uses should carefully address the potential undesirable impacts on existing uses. These impacts may include traffic, parking, circulation and safety issues, light and glare, noise, odors, dust control and security concerns.
- B. Evaluate, Retain, and Incorporate Natural Features
  - a. Evaluate the proposed development's compatibility with the existing environment to determine the limitations and capabilities of the site for development. Development should be limited to a level that does not exceed the capabilities and requirements of a healthy environment.
  - b. Significant site features such as natural ground forms, large rock outcroppings; water and significant view corridors shall be identified and should be incorporated into development plans.
- C. Encourage inter-parcel access and shared parking
- D. Encourage Building away from road with anticipation of 53 widening
- E. Discourage direct access to Hwy 53
- F. Discourage Parking lots to dominate view by encouraging side and rear parking
- G. Distributed parking along not less than two sides of the building exterior must be provided; parking that fronts the main building entrance(s) shall not exceed fifty (50%) percent of parking total.
- H. Loading areas screened out of right-of-way views
- I. Transitional Buffers are required along property line separating residential and commercial
  - a. Traditional buffer for residential 25feet
  - b. Traditional buffer for commercial 25 feet
  - c. Traditional buffer for industrial 50 feet

---

## ***Vehicles Access***

- A. All elements of the site design shall accommodate access requirements of emergency vehicles and services
- B. Need to add language for building arrangement to allow streets in between buildings and pedestrian connection

---

## ***Landscape***

- A. Front yards should contain landscaping at least 40' in depth along entire property (except driveway)
- B. Landscaping shall utilize fences (three rail), berms, connecting sidewalks, trees and other plantings

---

## **Architecture**

- A. Large areas of uninterrupted brick work shall be broken up through the uses of trellises, arcades, blind windows, archways, and other patterns
- B. Lakeside 53
  - i. Lake/Boating
  - ii. Craftsman Look
  - iii. Like Reynolds Elements of Design
  - iv. Cedar Shake tin roof
  - v. Stove
  - vi. Chestatee
  - vii. River 53
  - viii. Native Rock
  - ix. Folk Art
  - x. Native Vegetation
  - xi. Appalachian Look
    - 1. Gable Roofs/Porches
    - 2. Fences
    - 3. Tin Rooks
    - 4. Board Batten
    - 5. Clapboard
    - 6. Gateway Porches
    - 7. Side and back Porches
    - 8. Recreational
- C. City
  - i. Brick – historic
  - ii. Tin Roof

---

## ***Accessory Structures***

- A. All dumpsters should be enclosed and covered

---

## ***Commercial Development***

### A. Prohibited Uses

- a. Adult Entertainment
- b. Junk Yards
- c. Billboard Signs
- d. Parking

### B. Shared Parking:

- a. The Planning Director may approve a reduction of up to 25 percent in the number of parking spaces required for a specific use where inter-parcel access is provided and shared parking analysis deems adequate
- b. Each Parking area of over 50 spaces shall include landscaped parking islands

---

## ***Industrial Uses***

---

## ***Exterior Lighting***

- A. For any commercial use within identified nodes, a freestanding pole light utilizing LED fixtures shall not exceed thirty-five (35) feet in height and shall have a black metal finish. A freestanding pole light utilizing non-LED fixtures shall not exceed twenty-five (25) feet in height and have a black metal finish.
- B. For all residential areas, a freestanding pole light shall not exceed sixteen (16) feet in height and have a black metal finish.
- C. Building-mounted lighting shall highlight architectural features and not illuminate the entire building façade.
- D. All canopy luminaries shall be fully recessed and utilize flat lenses.
- E. All street lighting subject to review by Public Works Department



---

## **Signage**

### **A. Freestanding Signs**

- i. All freestanding signs shall be of a monument style and constructed only of brick or stone materials to match or compliment the principal structure or structures located on the site.
- ii. A monument base shall consist of:
  - i. A solid base or framework, the same width and length of the sign. Said base shall be completely covered in brick or stone facing, or;
- iii. If the sign lists multiple tenants the sign shall be of a uniform background lettering style and color.
- iv. Wall Signs
- v. Signs with interior illumination are prohibited.
- vi. Illuminated wall signs shall be channel-type letters only. Non-internally illuminated box signs or illuminated canopies are allowed.
- vii. Specific dimensional requirements for all signage are governed by the Sign Ordinance
- viii. The Following Signs are Prohibited:

### **B. Signs involving motion, rotation, or sound, other than flags or streamers which are blown by the wind.**

- i. Flashing, blinking, varying, varying light intensity signs or animated signs, except community information signs.
- ii. Courtesy benches, trash cans, and similar devices on which advertising is displayed.

---

## ***Application Requirements***

- A. Site plan review to include element of soils, hydrology, topography, aesthetics, historical significance, and existing Land Use
  - a. Should include everything with 100 feet surrounding property line
  - b. Landscape Plan
  - c. Lighting Plan