



WORK SESSION

January 11, 2021
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

*To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, **face coverings (masks) are required for all meeting participants.***

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call to meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Delegations *(The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others).*
4. Purchases.
 - a. Recommendation to accept the proposal in the amount of \$38,750 from Maschke Associates to provide Architectural and Engineering Services needed to develop a Dougherty County Morgue. Funding is available in SPLOST VII. Assistant Administrator Scott Addison will discuss. Coroner Michael Fowler and Consultant David Maschke are present.
 - b. Recommendation to accept the proposals from Stones Aquatic Weed & Algae Removal LLC in the amount of \$55,800 for the enhancement of Radium Springs and the Spring Run Creek by removing aquatic vegetation. Funding is available in SPLOST V. Assistant County Administrator Scott Addison will discuss. Owner Juston Stone is present.
5. Additional Business.
 - a. Recommendation to accept the list of roads to be resurfaced with the FY 2021 Local Maintenance & Improvements Grant (LMIG) funds (\$380,125.25), SPLOST VII 2021 Resurfacing Funds (\$425,000) and TSPLOST (\$2,149,249.93). The total cost estimate for 25.95 miles is \$2,954,375.18. Assistant County Administrator Scott Addison will address. Public Works Director Larry Cook and Project Engineer Jeremy Brown are present. ***This item will listed on the following Special Called Meeting.***

- b. Recommendation for Dougherty County to provide approval to submit applications for CDBG-MIT Planning funds and CDBG-MIT Infrastructure funding. Disaster Programs Manager Georgia Collier-Bolling will address. Planning, Development and Code Enforcement Representative Angel Gray is present. ***This item will listed on the following Special Called Meeting.***
- 6. Updates from the County Administrator.
 - a. **REMINDER** - In observance of the Martin Luther King, Jr. Holiday on Monday, January 18, 2021 there will not be a scheduled meeting held.
 - b. **REMINDER** - The County Commission Annual Retreat is scheduled for Friday, January 22, 2021 at Veteran's State Park.
- 7. Updates from the County Attorney.
- 8. Updates from the County Commission.
- 9. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.



January 4, 2021

Emailed and Hand Delivered
1/4/2021

Mr. Scott Addison
Assistant County Administrator
Dougherty County
222 Pine Avenue, Suite 540
Albany GA 31701
Ph: (229) 431-2121
D: (229) 302-3002
Email: saddison@dougherty.ga.us

ARCHITECTURE

PLANNING

SPACE PLANNING

INTERIORS

Re: Fee Proposal – Professional Design Services
Dougherty County Morgue
Dougherty County
Albany, Georgia

Dear Mr. Addison,

Per your telephone request, I am submitting this Proposal to provide required Assessment, Research, Site Visits, Design Services, Construction Documents Services, Bidding Phase Services and Construction Administration Services on the above referenced project.

I. Project Scope as of 1/4/2021

- A. Site: Not yet determined: Possibly at existing Dougherty County Jail outside of security fence, but other sites may be considered.
- B. Building Size/Square Footage: Unknown, to be determined.
- C. Building Spaces/Equipment: Building Program not yet developed. Storage of 10 bodies, space for photographing (no autopsies), family lobby, family viewing space.
- D. Site Requirements/Parking, Etc: Unknown at this time.
- E. Total Project Budget: \$414,000

II. Project Phasing:

This project will entail four Phases: Assessment/Research/Site Visits Phase, Design and Construction Documents Phase, Bidding Phase and Construction Administration Phase.

III. Scope of Services:

Phase 1: Assessment/Research/Site Visits Concept Phase:

- A. Review with the Dougherty County Personnel and Coroner the desired functions and options for the new facility.
- B. The Design Team (consisting of Architect and Engineers) will meet with Dougherty County personnel and the Coroner to review the project scope and to discuss in detail the needed Spaces, Equipment and Function/Operation for the proposed facility.
- C. The Design Team shall as directed, evaluate up to three potential sites for the new facility and provide a summary analysis of each site for selection by Dougherty County.
- D. Maschke Associates will visit out-of-town morgues as suggested by Dougherty County/Coroner to evaluate other facilities and gain recommendations for the Dougherty County Facility.
- E. A Building Program Summary based on research, recommendations, Code requirements, site requirements, and needs will be provided.
- F. Based then on the approved Building Program, a Concept Design will be prepared.
- G. The Concept will be presented to Dougherty County and the Coroner at a follow-up conference and reviewed in detail to fine tune the project.
- H. Included at the conference will be an estimated construction and equipment purchase/installation costs for the project.
- I. Upon approval, the completed Concept will be the basis for the design and development in the next Phase.

Phase 2: Design and Construction Documents Phase:

- A. Perform additional field work as required on the selected site.
- B. Develop the approved design solution for the new facility.
- C. Consult with Engineers, as needed, to ensure quality, coordination and completeness of the proposed design.
- D. Conduct design progress, coordination and review meetings as required. Upon approval from Dougherty County, initiate development of Construction Documents.
- E. Develop detailed drawings and specifications for the new morgue facility and site.
- F. Prepare reproducible and electronic Bid Documents including drawings, technical specifications, project manual and bid requirements ready for Bidding.
- G. Submit final Bid Documents to Dougherty County and Coroner for review and approval with updated Cost Estimate.
- H. Submit Bid Documents to Dougherty County Building Inspection Department for Permitting.
- I. Provide Final Bid Documents to Albany Central Services office for distribution to Bidders and posting on Procurement site.

Phase 3: Bidding Phase:

- A. Provide written Invitation to Bid to County Administration Office for review and publication in local legal organ and posting on County website.
- B. Conduct Pre-Bid Conference to familiarize potential Bidders with the project and to answer questions.
- C. Issue written Addenda as required.
- D. Assist with Bid Opening and develop Bid Tabulation.
- E. Evaluate Bids and submit written recommendation for Award of Construction Contract.
- F. Attend County Commission Meeting to present Project and Bids (if needed).
- G. County to issue Contract to successful Bidder.

Phase 4: Construction Administration Phase:

- A. Conduct Pre-Construction/Mobilization Conference (Architect and Engineers).
- B. Process Project Submittals and Shop Drawings for materials and systems as submitted by the Contractor. Maintain Submittal Log.
- C. Conduct periodic on-site inspections and issue written reports (Architect and/or Engineer).
- D. Respond to Contractor's requests for information and questions. Issue written responses as required.
- E. Review Contractor Payment Requests and submit to Dougherty County for further processing.
- F. Review Change Order Proposals, if required, (up to 2) and submit to Dougherty County with recommendations.
- G. Conduct Substantial Completion Inspection and submit written report (Architect and Engineers).
- H. Conduct Final Inspection and submit report (Architect and Engineers).
- I. Process Close-Out Documents and Contractor's Final Payment Request.
- J. Respond to Dougherty County and Coroner questions and inquiries throughout the Construction Phase.

IV. Design Team

- A. The Design Team will be headed by David Maschke, AIA and Maschke Associates.
- B. All Consulting Engineers including Civil (Site), Structural, Mechanical and Electrical Engineers shall be local Dougherty County based firms. We are committed to Dougherty County and using local firms and suppliers whenever possible.

V. Contract

- A. The Contract Agreement for this Project is proposed to be the Abbreviated Form of Agreement between Owner and Architect (for Projects of Limited Scope), AIA Form B151 (attached).

VI. Fees and Reimbursable Expenses:

- A. As requested, for the services outlined in this Proposal, Maschke Associates proposes a Progressive Percentage Fee (includes Architectural and Engineering Services, all disciplines).
- B. Progressive Percentage Fee shall be based on Total Construction Cost and Equipment Purchase that is included in the Contractor's Contract.
 - i. First \$200,000, Fee of 12%.
 - ii. Next amount between \$200,001 and \$300,000, Fee of 10.5%.
 - iii. Next amount between \$300,001 and \$400,000, Fee of 8.5%.

C. Example of Fee Calculation:

- i. Project Construction Cost including Contractor provided equipment: \$350,000.

First \$200,000 @ 12% = \$24,000

\$200,001 - \$300,000 @ 10.5% = \$10,500

\$300,001 - \$350,000 @ 8.5% = \$4,250

- ii. Total Fee:

\$24,000
\$10,000
<u>\$ 4,250</u>
\$38,750

- iii. Fee includes Architectural and Engineering Services. Fee does not include the Site Legal Description or Topographic/Utility Survey.

D. Additional Services:

If Additional Services are requested or required, services shall be approved in writing by Dougherty County and billed based on Design Team Standard Hourly Rates for 2021.

E. Reimbursable Expenses:

- i. Reimbursable expenses include Standard Reimbursable items such as document reproduction (in-house and multiple sets), out-of-town travel, long distance telephone, postage, shipping, and other standard direct project related expenses. Reimbursable expenses will be billed at cost plus 25%. In-town mileage (Dougherty County) is not charged. Receipts will be provided with each invoice.


- ii. Estimated Reimbursable Expenses Budget for this project is \$6,000.
- iii. Out-of-town mileage is billed at 55 cents per mile. Time for out-of-town travel is billed portal to portal.

F. Other Project Expenses:

- i. As noted above in Item VI, C, iii, the Site Legal Description and Topographic/Utility Survey are not included. It is assumed the legal description will be provided by the County Attorney and the Survey will be contracted after the site is selected.
- ii. Site Testing and Borings are not included. If these are required, these services will be contracted separately.

If you have any questions, please call my cell (229) 349-1171 or email me.

Thank you for the opportunity to submit this Proposal.

Submitted by: 
David Maschke, AIA
Maschke Associates, Inc.

Attachment: AIA Form B151: Abbreviated Form of Agreement between
Owner and Architect



AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect

for Construction Projects of Limited Scope

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the
Nineteen Hundred and

day of

in the year of

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and Architect agree as set forth below.

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Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the
copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1. The Architect's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

2.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.4.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.2.3.

2.4.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

2.4.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.4.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

2.4.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.4.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.4.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.4.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the

data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.10 The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.4.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the Owner as provided in Paragraphs 3.1 and 3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.4.13 The Architect shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

2.4.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 12, and

they shall be paid for by the Owner as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, financial feasibility studies, planning surveys, environmental studies, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed Construction Cost estimates, quantity surveys, interior design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted architectural practice.

3.2 If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the Architect shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Architect.

4.3 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Con-

ditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses include expenses incurred by the Architect in the interest of the Project for:

- 1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- 2 long-distance communications;
- 3 fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 reproductions;
- 5 postage and handling of Drawings and Specifications;
- 6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- 7 renderings and models requested by the Owner;
- 8 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- 9 expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set

forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

ARTICLE 11**BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF _____ Dollars (\$))
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Design Phase:	percent (%)
Construction Documents Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable _____ days from the date of the Architect's invoice. Amounts unpaid _____ days after invoice date shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Dougherty County Commission Agenda Items

Date: January 8, 2021
Meeting Date: January 11, 2021
Subject/Title: Radium Springs Enhancement
Presented for: Decision
Presenter: Scott Addison, Assistant County Administrator

Statement of Issue

Dougherty County would like to enhance Radium Springs and Spring Run Creek by removing invasive aquatic vegetation.

History/Facts and Issues

Dougherty County received a quote from Stones Aquatic Weed and Algae Removal LLC in the amount of \$19,800 to enhance the springs and \$36,000 to enhance the Spring Run Creek. Dougherty County Public Works will assist with loading, hauling and disposal of the debris to generate cost savings.

Recommended Action

Recommend Dougherty County accepts the quotes from Stones Aquatic Weed and Algae Removal LLC in the amount of \$19,800 to enhance the springs and \$36,000 to enhance the Spring Run Creek. The total project cost will be \$55,800.

Funding Source

Radium Springs Improvements
SPLOST V

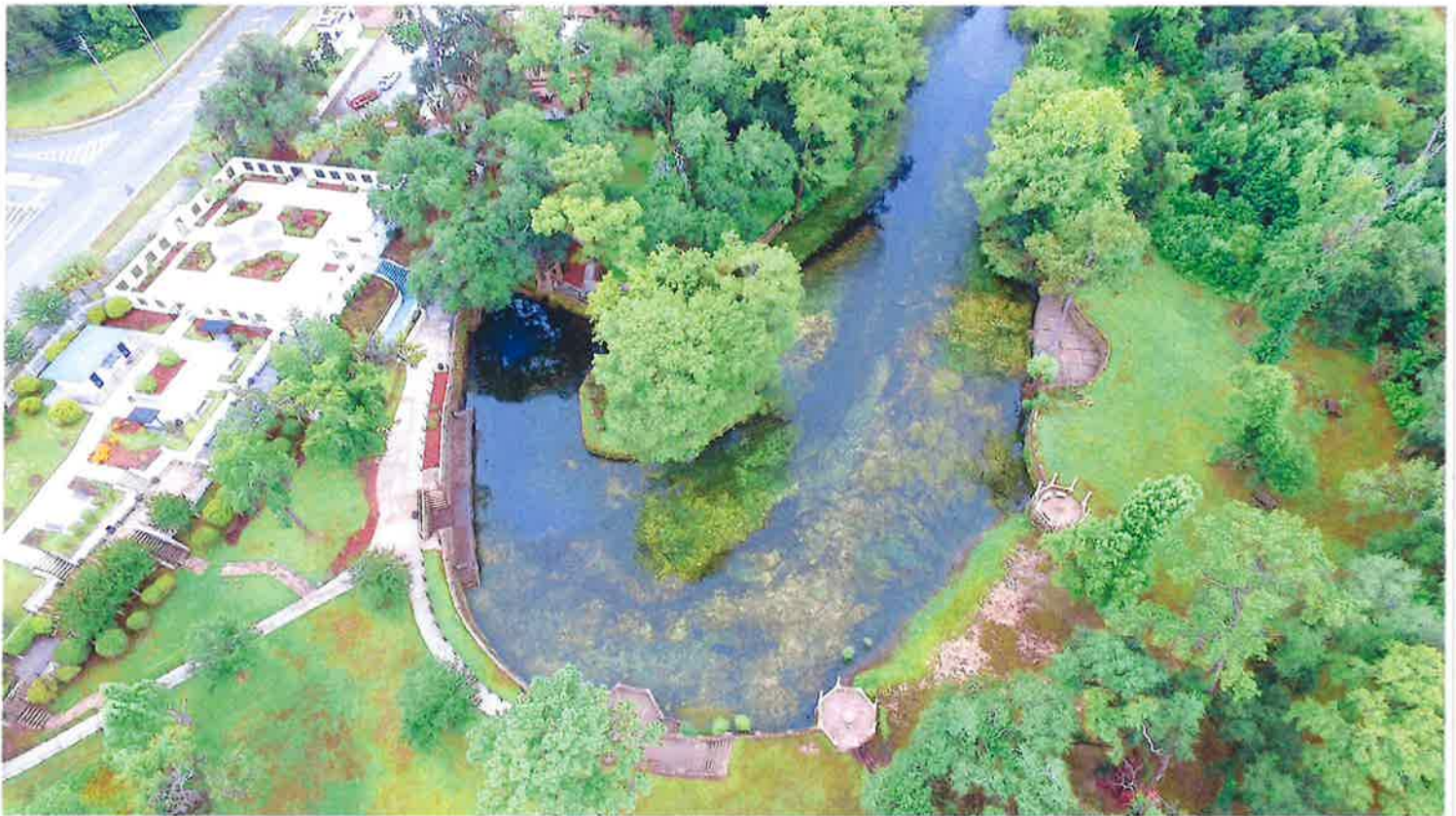
STONES AQUATIC WEED & ALGAE REMOVAL LLC JUSTON STONE 229-292-4642

Project Proposal

Prepared for: Radium Springs

Prepared by: Juston Stone

July 29, 2020



EXECUTIVE SUMMARY

Objective

Restoration of parks waterways and to remove aquatic vegetation and weeds from blue hole to first cypress tree laying in the water. If need can attach a highlighted cleaning area.

Solution

Will use Aquatic Weed boat to dig out, cut and remove floating islands, weeds and rim shoreline in Radium Springs area and pile it on shoreline. Approximately 7 days 8 hours per day on the water working to complete 1st stage of cleaning.

If we haul of debris it's \$200 per load at 7 tons per load with no Tipping fees. If we do not haul or load that material then you can take hauling fees and mini excavator off purposely.

STONES AQUATIC WEED & ALGAE REMOVAL LLC JUSTON STONE 229-292-4642

Stones Aquatic Weed & Algae Removal LLC has earned its position as the industry's leading environmental waterway cleanup company's. We use the best workboats, amphibious work equipment that are rugged machines designed to tackle the toughest jobs in the most extreme and challenging aquatic conditions. From shallow water operation with our revolutionary TC Series Workboat, which has been hailed as a skid steer on water, to swamp or wastewater retention pond cleanup with our amphibious machinery, our breathe of products allow for productive, efficient, and effective remediation whether it be on the water, in wetlands or the mainland. We value our natural resources and thanks to people like you who seek out solutions to preserve nature, we will win the fight to restore our waterways! Our boats are powered by two twin hydraulic props that do not put out any exhaust or oils into our waterways and we only use food grade hydraulic oil so that if we do have a spill it's not harmful to the water or environment.



Stones Aquatic Weed & Algae Removal Juston Stone 229-292-4642.

Stones Aquatic Weed & Algae Removal, LLC

P O Box 4465
 Valdosta, GA 31604 US
 +1 2294154030
 paige.stonespondcleaning@yahoo.com

**Estimate**

ADDRESS
 Scott Addison
 Radium Springs - Dougherty County
 222 Pine Ave, Ste 540
 Albany, GA 31701

ESTIMATE 1292
 DATE 01/08/2021
 EXPIRATION DATE 02/09/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	* Pond Cleaning	on the water working	11	1,800.00	19,800.00 *
	Pond Cleaning	mini excavator	11	800.00	8,800.00
	Pond Cleaning	dump trailer	11	250.00	2,750.00

Swimming hole * Option selected TOTAL **\$31,350.00**

We do require a non refundable deposit of 30% (\$9,405) to be paid up front before services can be scheduled, however this amount is deducted from the final bill.

Quotes expire after 30 days, unless the deposit has been paid.

Customers are responsible for any and all dumping/tipping fees.

Thank you for the opportunity, we look forward to doing business with you!

Accepted By

Accepted Date

Stones Aquatic Weed & Algae Removal, LLC

P O Box 4465
 Valdosta, GA 31604 US
 +1 2294154030
 paige.stonespondcleaning@yahoo.com

**Estimate**

ADDRESS
 Scott Addison
 Radium Springs - Dougherty County
 222 Pine Ave, Ste 540
 Albany, GA 31701

ESTIMATE 1046
 DATE 01/08/2021
 EXPIRATION DATE 02/09/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
* 08/25/2020	Pond Cleaning	8 hours on the water working	20	1,800.00	36,000.00 *
08/25/2020	Pond Cleaning	mini excavator	20	800.00	16,000.00
08/25/2020	Pond Cleaning	dump trailer	20	250.00	5,000.00

Creek ** Option selected* TOTAL **\$57,000.00**

We require a non refundable deposit of 30% (\$17,000) to be paid up front before services can be scheduled, however this amount is deducted from the final bill. The estimated days of service in this quote depends on access points where vegetation can be removed. If runtimes are greater than expected, it will directly effect the amount of time it will take to complete the job.

Quotes expire after 30 days, unless the deposit has been paid.

Customers are responsible for any and all dumping/tipping fees.

Thank you for the opportunity, we look forward to doing business with you!

Accepted By

Accepted Date



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

To: LaCook
Cc: J. Brown, S. Addison
M. Hendley

Item 5a.

July 22, 2020

Christopher Cohilas, Chairman
Dougherty County
P.O. Box 1827
Albany, Georgia 31703



RE: Fiscal Year 2021 Local Maintenance & Improvement Grant (LMIG) Program

Dear Chairman Cohilas:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2021 LMIG Program. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2021 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, Shannon Bradford, at 229-391-5438 for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form for Fiscal Year 2018 projects and all other prior years unless previously approved to combine funding for Fiscal Years' 2018, 2019, and 2020. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2021. Failure to submit applications by the deadline may result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2021 Program is **\$380,125.25** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you should have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 631-1002. Thank you for your attention and cooperation in this matter.

Sincerely,

Russell R. McMurry, P.E.
Commissioner

cc: Mr. Van Mason; Hon. Gerald Greene; Hon. CaMia Hopson; Hon. Winfred Dukes; Hon. Freddie Powell Sims; Mr. Johnny Floyd



Public Works

2038 Newton Road
 Albany, GA 31701-3905
 Phone: (229) 430.6120
 Fax: (229) 430.6128

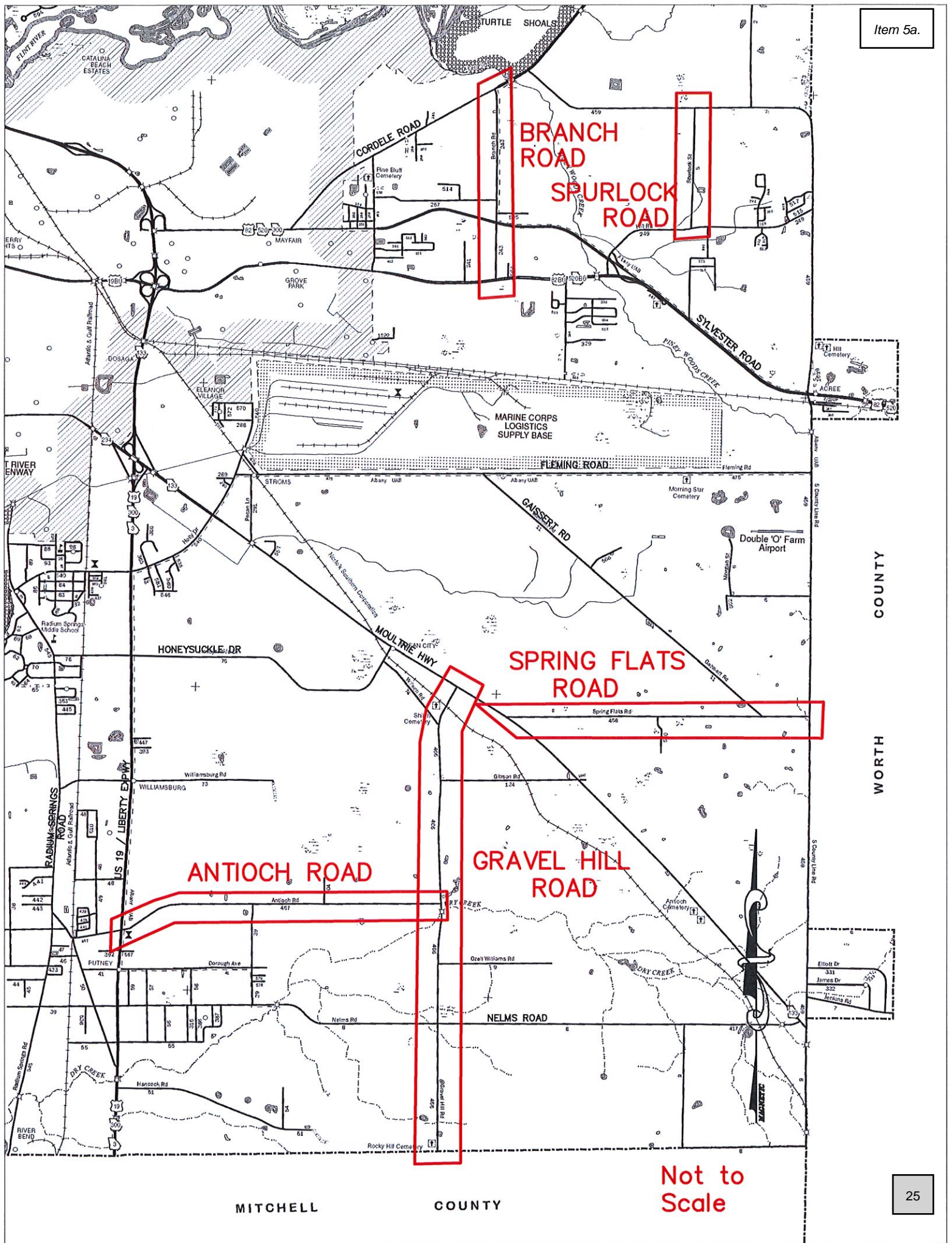
MEMORANDUM

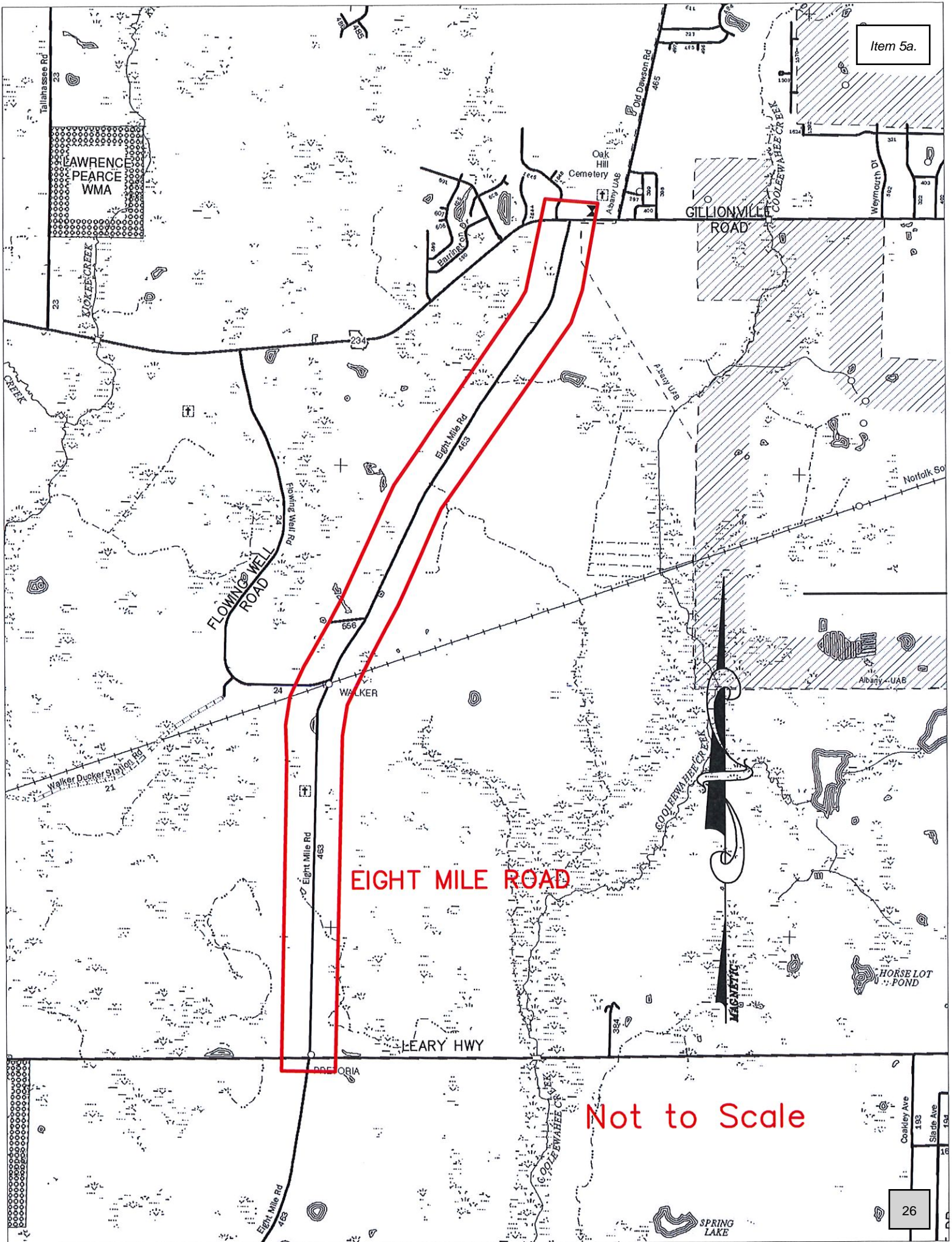
TO: Michael McCoy, County Administrator
 FROM: Larry W. Cook, Public Works Director *LWC*
 DATE: January 7, 2021
 RE: List of FY 2021 Resurfacing Program Roads and LMIG Project

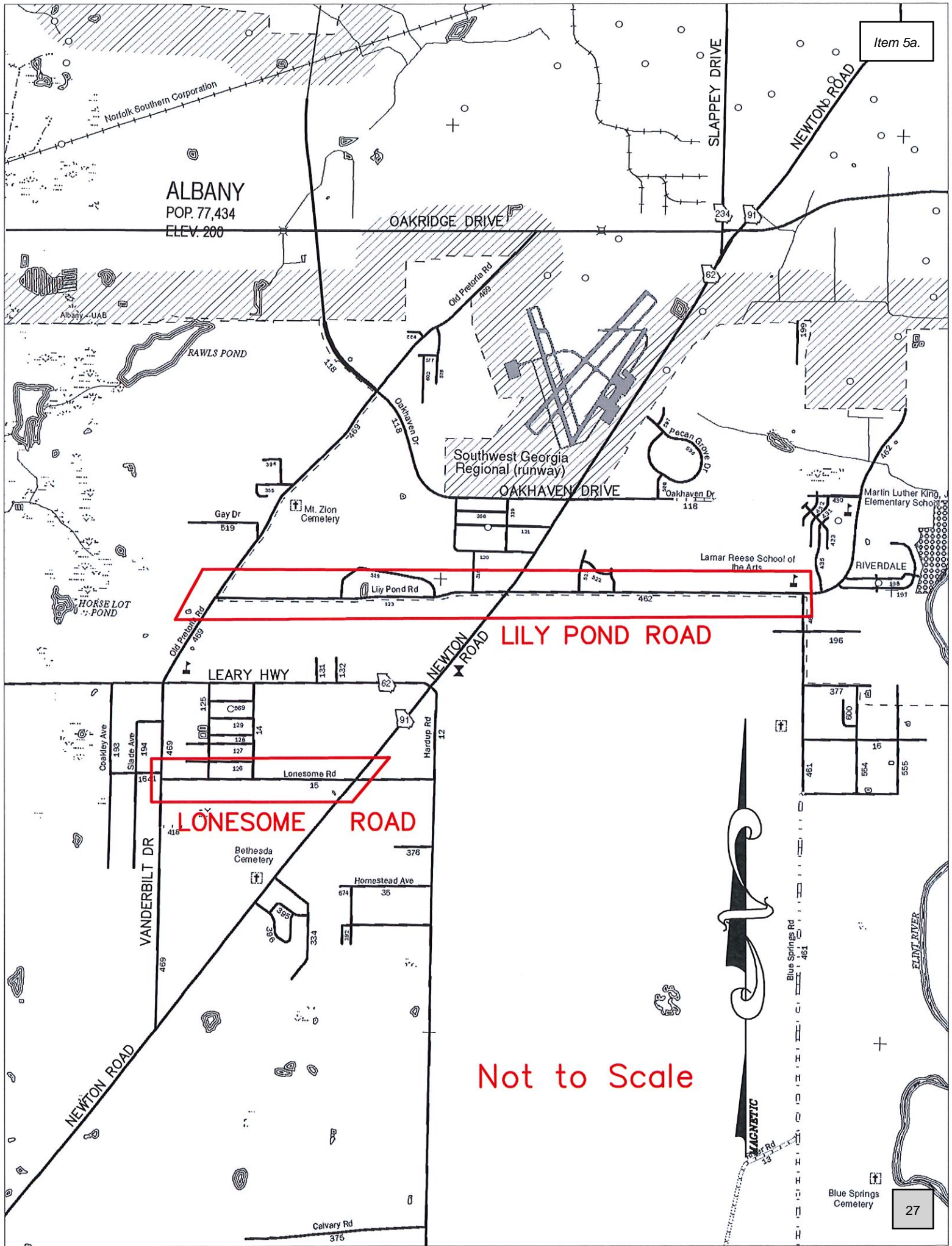
Listed below are the streets and roads recommended for review under the FY 2021 LMIG Program.

<u>2021 Road Resurfacing</u>					
District	Road	From	To	Length (MI)	Project Cost
6	Gravel Hill Rd	Moultrie Rd	Mitchell Co Line	4.81	\$ 548,587.12
6	Spring Flats Rd	Moultrie Rd	County Line Rd	3.13	\$ 356,143.92
1	Eight Mile Rd	Gillionville Rd	Leary Road	6.11	\$ 695,512.39
6	Branch Rd	Hwy 82	Cordele Rd	1.90	\$ 216,204.82
6	Antioch Rd	U.S. 19	Gravel Hill Rd	3.36	\$ 382,449.88
6	Spurlock St	Hill Rd	Harris Rd	1.25	\$ 141,750.32
2/5	Lily Pond Rd	Blue Springs Rd	Old Pretoria Rd	4.05	\$ 460,914.96
5	Lonesome Rd	Newton Rd	Vanderbilt Dr	1.34	\$ 152,811.77

Total Cost Estimate 25.95 MI \$ 2,954,375.18









**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Christopher Cohilas, *Chairman*
Ed Newsome, *District 1*
Victor Edwards, *District 2*
Clinton Johnson, *District 3*
Russell Gray, *District 4*
Gloria Gaines, *District 5*
Anthony Jones, *District 6*

Item 5a.

Michael McCoy, *County Administrator*
W. Spencer Lee, IV, *County Attorney*

January 7, 2021

Mr. Shannon W. Bradford, District State Aid Coordinator
710 West 2nd Street
Tifton, GA 31793

RE: FY2021 LMIG Application

Dear Mr. Bradford,

This cover letter serves as notification that Dougherty County wishes to submit a 2021 LMIG Grant Application. If approved, the grant funds will be utilized for resurfacing and striping of approximately 25.95 miles of existing, County-owned roads.

Attached is a project report identifying roads that are to be included in the project with corresponding lengths and costs. Also included are the 2021 LMIG Application, Dougherty County LMIG Status Report, and location maps. The proposed project is anticipated to be let in September 2021.

Dougherty County is grateful for the opportunity to submit this application. Should you have any questions, concerns, or need any additional information, please feel free to contact our Public Works Department at 229-430-6120.

Sincerely,

Christopher S. Cohilas
Commission Chairman

Attachments: 2021 LMIG Application, Project List, LMIG Status Report, Location Maps

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE &
IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2021**
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

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

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

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

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

Local Government:

(Signature)

Christopher S. Cohilas (Print)
Mayor / Commission Chairperson

(Date)

LOCAL GOVERNMENT SEAL:

51201

E-Verify Number

Sworn to and subscribed before me,

This ____ day of _____, 20 ____.

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC SEAL: