



REGULAR MEETING

January 25, 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. Invocation.
4. Pledge of Allegiance.
5. 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).*
6. Zoning– **Public Hearing** *(those wishing to speak on these matters should print their name on the Sign Up Sheet in the rear of the Chamber).*
 - a. Jeffery Wakefield, owner and applicant, requests to rezone 2.06 acres from C-R (Community Residential Multiple-Dwelling District) to C-1 (Neighborhood Mixed-Use Business District). The property address is 435 Dunbar Lane. The Planning Commission recommends approval with the condition that the property is limited to the following uses: (1) Funeral home without crematory services and (2) Religious institutions, such as churches and auxiliary ministries. Mary Teter, Planning Manager, will address.

7. Purchases.

a. Consider for action the Resolution to accept the proposal in a not to exceed amount of \$44,750 from Maschke Associates to provide Architectural and Engineering Services needed to develop a Dougherty County Morgue subject to the execution of the contract by the County Administrator. Funding is available in SPLOST VII. **ACTION:**

b. Consider for action the Resolution providing for the acceptance of 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 subject to the execution by the County Administrator. Funding is available in SPLOST V. **ACTION:**

c. Consider for action the purchase of one (1) 15-foot Flex Wing Rotary Cutter in the amount of \$20,297.20 and one (1) Cab Tractor with a 7-foot Lift Rotary Cutter in the amount \$68,673.92 from the State Contract vendor, Flint Equipment Company (Albany, GA) for the total expenditure of \$88,971.12. Funding is available in SPLOST VII. County Assistant Scott Addison will address. Public Works Director Larry Cook, Project Engineer Jeremy Brown and City of Albany Buyer, Christina Strassenberg are present. **ACTION:**

8. Additional Business.

a. Consider for the action the acceptance of the change order in the amount of \$31,518.00 to Zane Grace Construction (Leesburg, GA). The request is for upgrades that will assist with future maintenance of the ditch at Jacqueline Court. The Commission approved the project for road and drainage improvements in the May 18, 2020 Regular Meeting. Funding is available in SPLOST VI. Assistant County Administrator Scott Addison will address. Public Works Director Larry Cook and Project Engineer Jeremy Brown will address. **ACTION:**

b. Consider for action the Zoning Consideration of Jeffery Wakefield, owner and applicant to rezone 2.06 acres from C-R (Community Residential Multiple-Dwelling District) to C-1 (Neighborhood Mixed-Use Business District). The property address is 435 Dunbar Lane. The Planning Commission recommends approval with the condition that the property is limited to the following uses: (1) Funeral home without crematory services and (2) Religious institutions, such as churches and auxiliary ministries. **ACTION:**

9. Updates from the County Administrator.

10. Updates from the County Attorney.

11. Updates from the County Commission.

12. 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.



MEMORANDUM

Date: January 8, 2021
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #21-003 Zoning (435 Dunbar Ln.)

Jeffery Wakefield (21-003) has submitted an application to the Albany Dougherty Planning Commission requesting that the Official Zoning Map of Dougherty County be amended to rezone 2.06 acres from C-R (Community Residential Multiple-Dwelling District) to C-1 (Neighborhood Mixed-Use Business District). The property address is 435 Dunbar Lane. The property owner/applicant is Jeffery Wakefield.

Jimmy Hall offered a motion to approve the request to rezone 2.06 acres from C-R to C-1 at 435 Dunbar Lane with the condition that the property is limited to the following uses:

- Funeral home without crematory services.
Religious institutions, such as churches and auxiliary ministries;

Seconded by Art Brown; the motion carried 7-0 with the following votes:

Table with 2 columns: Name and Vote. Rows include William Geer (Tie or Quorum), Billy Merritt (Yes), Art Brown (Yes), Jimmy Hall (Yes), Sanford Hillsman (Yes), Yvonne Jackson (Yes), Aaron Johnson (Absent), Charles Ochie (Yes), Helen Young (Yes), and Dominique Riggins (Absent).

STAFF ANALYSIS AND REPORT APPLICATION #21-003 REZONING



OWNER / APPLICANT:

Jeffery Wakefield

LOCATION:

435 Dunbar Ln.

CURRENT ZONING/USE:

Zoning:
Use:

C-R (Community Residential Multiple-Dwelling)
Kingdom Hall (Vacant Religious Institution)

PROPOSED ZONING/USE:

Zoning:
Use:

C-1 (Neighborhood Mixed-Use Business District)
Funeral Home

ZONING/ADJACENT LAND USE:

North:
Land Use:
South:
Land Use:
East:
Land Use:
West:
Land Use:

Lee County
Residential Subdivision
C-R (Community Residential Multiple-Dwelling)
Single Family Residences
C-R (Community Residential Multiple-Dwelling)
Social/Fraternal Club House
C-R (Community Residential Multiple-Dwelling)
Single Family Residences

MEETING INFORMATION:

Planning Commission:

1/07/21, 2:00 P.M., Robert Cross Multipurpose Facility, 3085 Martin Luther King, Jr. Dr.

Public Hearing:

1/25/21, 10:00 P.M., 222 Pine Avenue, Rm.100

RECOMMENDATION

Conditional Approval

BASIC INFORMATION

The applicant requests to rezone an approximate 2.06-acre tract from C-R (Community Residential Multiple-Dwelling District) to C-1 (Neighborhood Mixed-Use Business District). An approved rezoning would allow the applicant to convert the vacant structure (previously a Kingdom Hall) to a funeral home (no crematory) pending Administrative Review by the Director of Planning.

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

Public water is available to this area, but not sanitary sewer. The property is served by a septic system. The property does not lie within the 100-year floodplain; the topography is generally level. Access is from Dunbar Ln.

RELEVANT ZONING HISTORY

Planning Department records indicate that the subject property and adjacent area have retained their original C-R designation since the County adopted zoning in 1969.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?*

The proposed rezoning to allow for a funeral home without crematory services should be suitable for this area. Low-impact commercial uses have been introduced on the north side of Dunbar Ln. to include a social/fraternal organization, a previous Kingdom Hall, and a vacant broadcasting facility. The proposed funeral home could be considered a low-impact commercial use.

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

The rezoning of the subject property should not adversely affect the adjoining property to the east, which is utilized as a social/fraternal club. The proposed use should not affect any future development of vacant property further east on Dunbar Ln. due to distance and the fact that Dunbar Ln. is not a through street.

Upon zoning approval, the site layout is subject to Administrative Review and approval by the Director of Planning. This review will include an assessment of parking, lighting, access, screening, and other criteria to determine any negative impacts on adjacent residential properties.

3. *Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?*

The property has an economic use as currently zoned. The C-R designation allows for residential housing, including apartments. Religious institutions and fraternal organizations are permitted pending special approval by the County Commission.

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

- **Impact on the School System:** The existing use will not impact the school system.
- **Impact on Utilities:** The existing use will not impact utilities.
- **Impact on Transportation Network:** Staff estimates that the impact of the rezoning on the surrounding transportation network would be as follows:

Road Capacity: Not available for Dunbar Ln.

Trip Generation: Trip information for a funeral home is not available from **Trip Generation (2018)**. A related use is a Single Tenant Office Building, which could generate about 51 daily weekday trips for a building with 4,508 sq. ft. The previous use of a religious institution could have generated 31 daily weekday trips and 124 Sunday only trips.

Road Improvements: The **Dougherty Regional Transportation Study: 2045** lists as a Long Range Surface Transportation Project the widening of SR 133 (N. Jefferson St.) from two to four lanes (Philema Rd. to Forrester Parkway). The subject property is located to the east of this Project area.

Road Classifications: Dunbar Ln. is classified as a Rural Local Road.

Public Transit Routes: This area is not served by Albany Transit.

Accident Information: Information from Traffic Engineering indicates that the property **is not** near a high-accident location.

5. *Is the rezoning proposal in conformity with the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*

The **Future Land Use Map** recommends high-density (average of eight units per acre) housing for the area along Dunbar Ln. Rezoning to C-1 does not conform to the high-density residential recommendation. However, the existing land use on Dunbar Ln. does not conform to the high-density housing land use recommendation. The north side of Dunbar Ln. is occupied by commercial structures, including the previous Kingdom Hall,

a social/fraternal club, and a vacant broadcasting station (tower is still active). Property along the south side of Dunbar Ln. is developed for single family housing on one-plus acre lots. Because the area is served by septic systems, smaller lot residential development would not be feasible without the installation of a sewer system.

6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted?*

Staff did not identify any other existing or changing conditions that support approval or disapproval of the rezoning application.

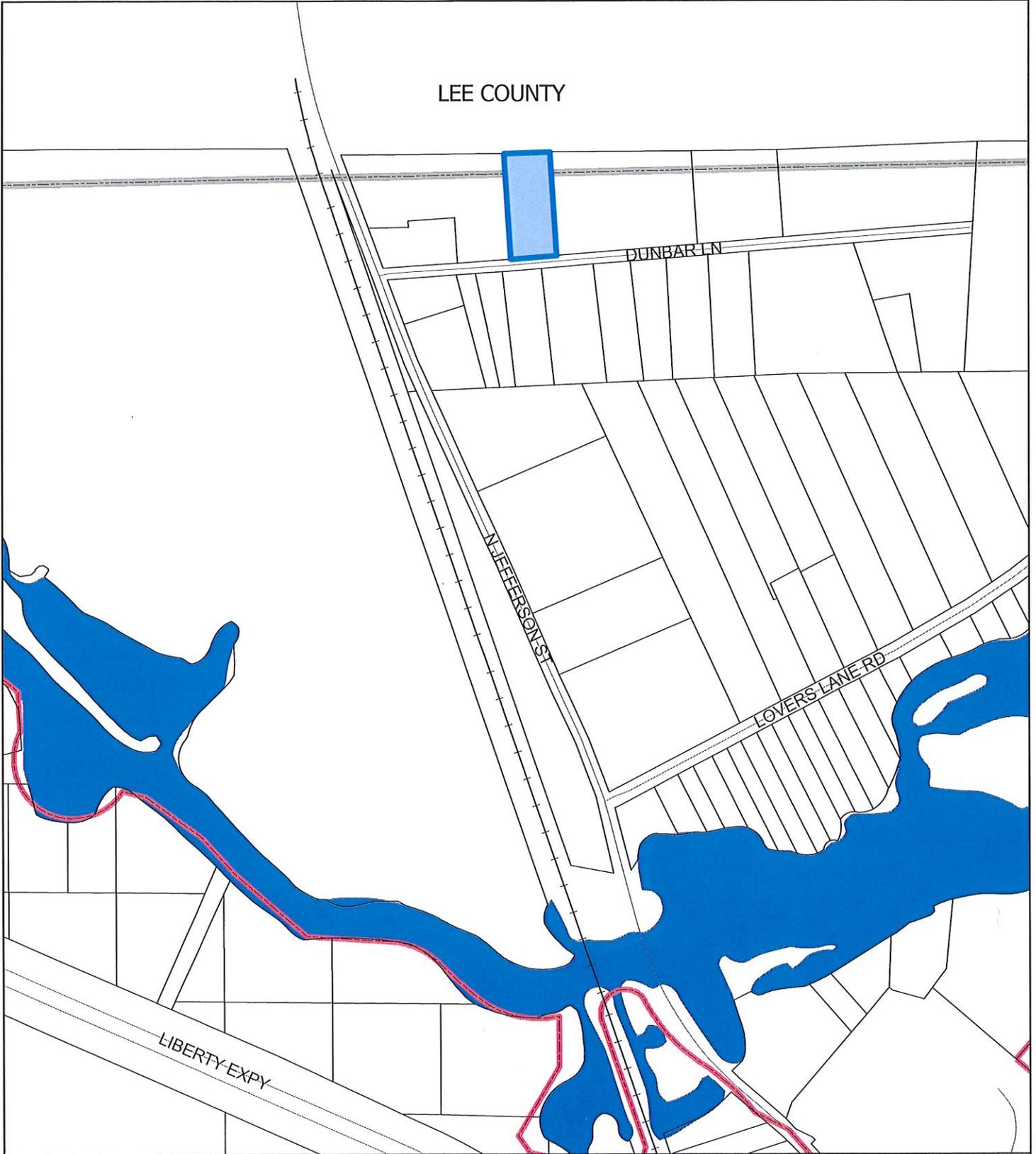
RECOMMENDATION

Staff recommends **approval** to rezone to C-1 (Neighborhood Mixed-Use Business District) with the condition that the property is limited to the following uses:

- Funeral home without crematory services
- Religious institutions, such as churches and auxiliary ministries

Location

LEE COUNTY



21-003 Rezoning C-R to C-1
 435 Dunbar Lane
 Owner: Jeffery Wakefield
 Applicant: Jeffery Wakefield



Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, express or implied, are provided for the data herein, its use or interpretation. All data is subject to change.

Zoning

Item 6a.

LEE COUNTY



21-003 Rezoning C-R to C-1
435 Dunbar Lane.
Owner: Jeffery Wakefield
Applicant: Jeffery Wakefield



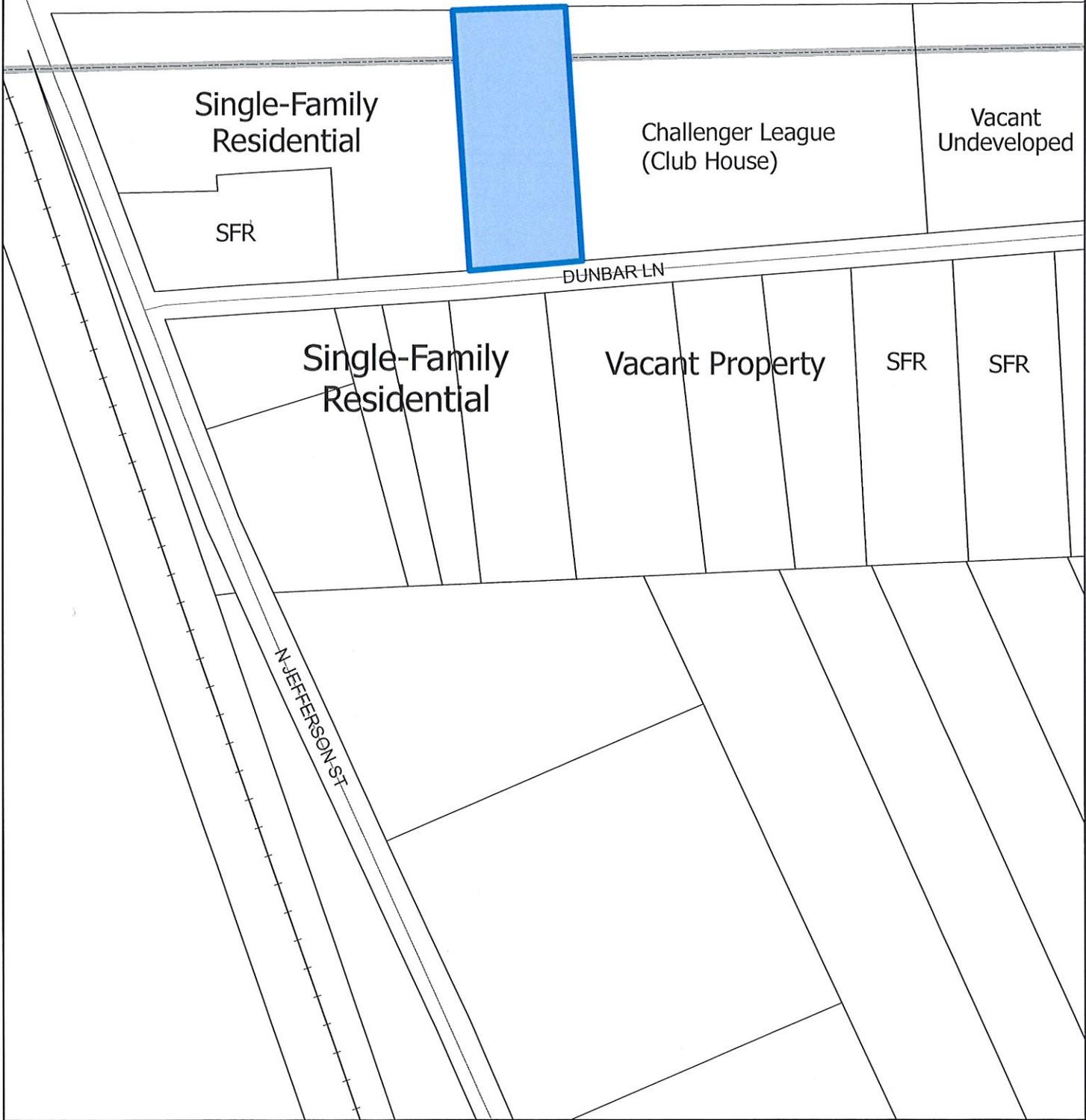
240 0 240 Feet



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Land Use

LEE COUNTY



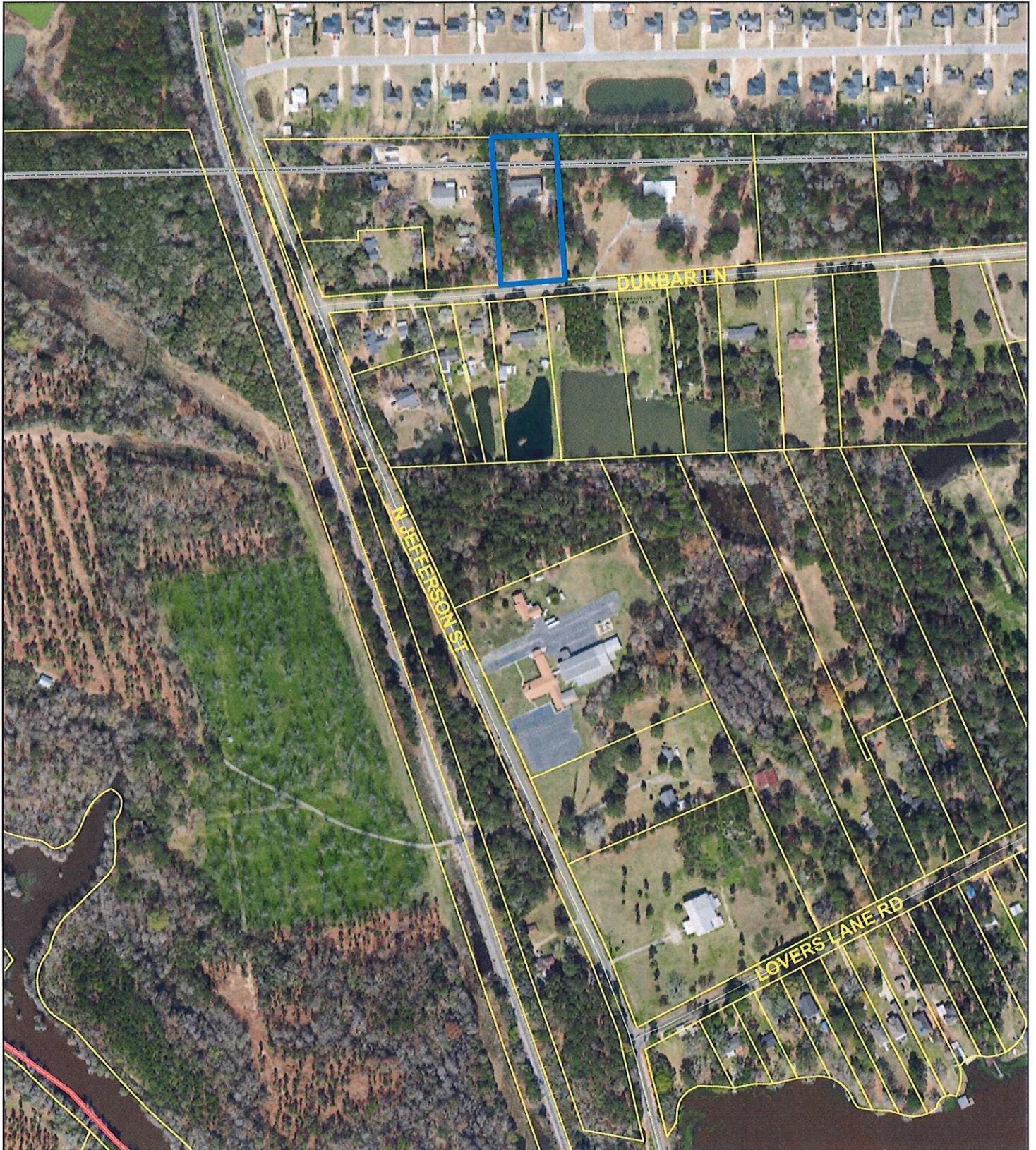
21-003 Rezoning C-R to C-1
 435 Dunbar Lane
 Owner: Jeffery Wakefield
 Applicant: Jeffery Wakefield



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Aerial

Item 6a.



21-003 Rezoning C-R to C-1
435 Dunbar Lane.
Owner: Jeffery Wakefield
Applicant: Jeffery Wakefield



190 0 190 380 Feet



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APPLICATION TO AMEND THE ZONING MAP OF:

Albany, Georgia Dougherty County, Georgia

Property address: 435 Dunbar Lane, Albany Georgia 31701
Name of property owner(s): Jeffery Wakefield
Mailing address: 1015 Cedar Avenue
City: Albany State: GA Zip code: 31701 Telephone: (229) 296-2624

Name of applicant: Jeffery Wakefield
Mailing address: 1015 Cedar Avenue
City: Albany State: GA Zip code: 31701 Telephone: (229) 296-2624

Zoning Classification:
Present zoning district: CR
Proposed zoning district: C1 or C3

Current use: Church
Proposed use: Funeral Home / No Crematory

Please attach the following documents:

- A written legal description of the property giving the full metes and bounds description rather than plat reference.
- A copy of the deed verifying ownership status.
- Authorization by property owner form (if the property owner and applicant are not the same).
- A plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale (submit one copy of the plat if it is 11" x 17" or smaller. For larger plats, submit twenty copies).
- An 8" x 11" size map of the area (The map should be the same as the larger map).
- A disclosure of campaign contributions and gifts form.
- Filing fees should be paid when submitting the application. These fees are based on the zoning district that the applicant is applying for, and should be payable to the City of Albany.

This application must be filed by the 10th of the month to be considered for the Planning Commission meeting of the following month.

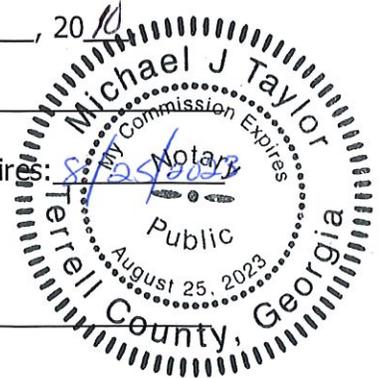
I hereby authorize the Planning & Development Services Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 7th day of December, 2010

Signature of applicant: [Signature]

Notary Public: [Signature] My commission expires: 8/25/2023

(Staff use)



Posting fee: _____ Date paid: _____ Receipt: _____



VERIFICATION OF OWNERSHIP

Name of all owners: Jeffrey Wakefield

Address: 1015 Cedar Avenue

City/State/Zip Code: Albany, Georgia 31701

Telephone Number: (229) 296-2624

Property Location (give description if no address): 435 Dunbar Lane Albany, Georgia 31701

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

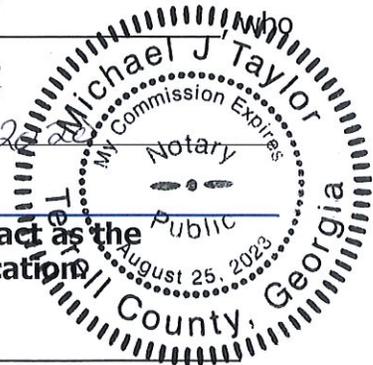
Handwritten signature of Jeffrey Wakefield

Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me Jeffrey Wakefield has stated that the information on this form is true and correct.

Notary Public Michael J. Taylor

Date 12/8/2022



In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application

Name: Latonya Wakefield

Address: 100 Leighton Drive

City/State/Zip Code: Albany Georgia 31701

Telephone Number: (229) 886-5297



APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

The applicant filed on this date: 12-8-2020, to apply for a rezoning approval affecting described property as follows:

435 Dunbar Lane, Albany, Ga 31701

Yes No Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number_.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

None

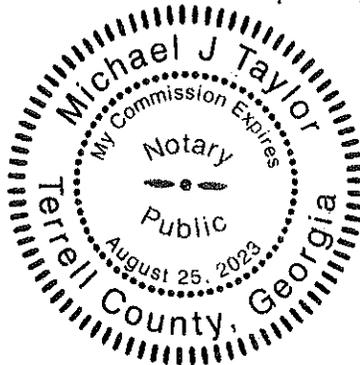
I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 8th day of December, 2020.

[Signature]
Signature of Applicant

[Signature]
Notary Public

Commission expires: 8/25/2023



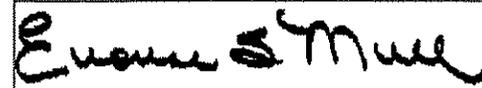
Once recorded return to
David W. Orłowski
DREW ECKL & FARNHAM, LLP
P.O. Box 607
Albany, GA 31702

D2020007130

Item 6a.

BK:4766 PG:92-93

FILED IN OFFICE
CLERK OF COURT
11/04/2020 09:50 AM
EVONNE S. MULL, CLERK
SUPERIOR COURT
DOUGHERTY COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$125.00

PT-61 047-2020-002337

1408540466
PARTICIPANT ID

STATE OF GEORGIA
COUNTY OF DOUGHERTY

WARRANTY DEED

THIS INDENTURE, made this 30th day of October, 2020, between TALAL & RIMA, LLC, a limited liability company existing and operating under laws of the State of Georgia, as parties of the first part, hereinafter called Grantor, and JEFFERY WAKEFIELD, of the State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of ten Dollars (\$10.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all her right, title and interest in the following described property:

All that tract or parcel of land situated lying and being in Land Lot 329 of the First Land District of Dougherty County, Georgia, and being more particularly described as follows:

Commence at a point formed by the intersection of the east right-of-way of Old Leesburg Road (State Road #3) and the Lee-Dougherty County line; go thence in an easterly direction along said county line 700.5 feet to the point of beginning; from said point of beginning continue in an easterly direction along said county line a distance of 200.5 feet to a point; go thence south 6 degrees 20 minutes east a distance of 440.9 feet to a point on the north right-of-way of Dunbar Avenue; go thence in a westerly direction along the north right-of-way of Dunbar Avenue 200 feet to a point; go thence in a northerly direction 454.7 feet to the point of beginning. Said property being further known as Tract Number 2 of the property of A. R. Kane according to a plat prepared by Malcolm Burnsed dated October 21, 1969.

SUBJECT TO a Boundary Line Agreement of record in Deed Book 1242, Page 142, in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

SUBJECT TO a Power Line Easement of record in Deed Book 192, Page 387, in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

For informational purposes, this improved property is commonly known as 435 Dunbar Lane, Albany, GA 31701.

Parcel ID No. 00137/00001/03F

The above described property is conveyed subject to any and all easements and restrictions visible and/or of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first written above.

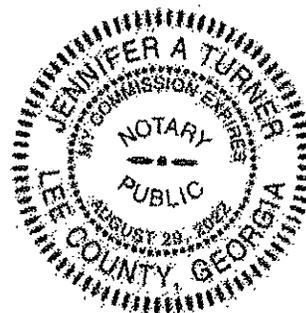
TALAL & RIMA, LLC

Signed, sealed and delivered in the presence of:

By: *Tal Shayeb* (SEAL)
Tal Shayeb, Member

[Signature]
UNOFFICIAL WITNESS

Jennifer A. Turner
NOTARY PUBLIC
My Commission Expires: 08/29/2022



**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A FEE PROPOSAL
BETWEEN DOUGHERTY COUNTY, GEORGIA AND MASCHKE ASSOCIATES, INC FOR
PROFESSIONAL DESIGN SERVICES FOR THE DOUGHERTY COUNTY MORGUE IN AN AMOUNT
NOT TO EXCEED \$44,750.00; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing a Fee Proposal between Dougherty County, Georgia and Maschke Associates, Inc. for Professional Design Services for the Dougherty County Morgue in an amount not to exceed \$44,750.00.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Fee Proposal for Professional Design Services from Maschke Associates, Inc. for purposes of designing a Dougherty County Morgue in an amount not to exceed \$44,750.00 is hereby approved and the County Administrator is hereby authorized to execute any and all documents necessary for the full implementation of said Fee Proposal.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 25th day of January, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk



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 _____ day of _____ in the year of
Nineteen Hundred and _____

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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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, 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 (%)
<hr/>	
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)

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A JANUARY 8, 2021 PROPOSAL FROM STONES AQUATIC WEED & ALGAE REMOVAL LLC IN THE AMOUNT OF \$55,800.00 FOR THE ENHANCEMENT OF RADIUM SPRINGS AND SPRING RUN CREEK THROUGH THE REMOVAL OF AQUATIC VEGETATION; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing a January 8, 2021 Proposal from Stones Aquatic Weed & Algae Removal LLC in the amount of \$55,80.00 for the enhancement of Radium Springs and Spring Run Creek through the removal of aquatic vegetation.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached January 8, 2021 Proposal from Stones Aquatic Weed & Algae Removal LLC in the amount of \$55,800.00 for the enhancement of Radium Springs and Spring Run Creek through the removal of aquatic vegetation is hereby approved and the County Administrator is hereby authorized to execute any and all documents necessary for the full implementation of said Proposal.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 25th day of January, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk



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

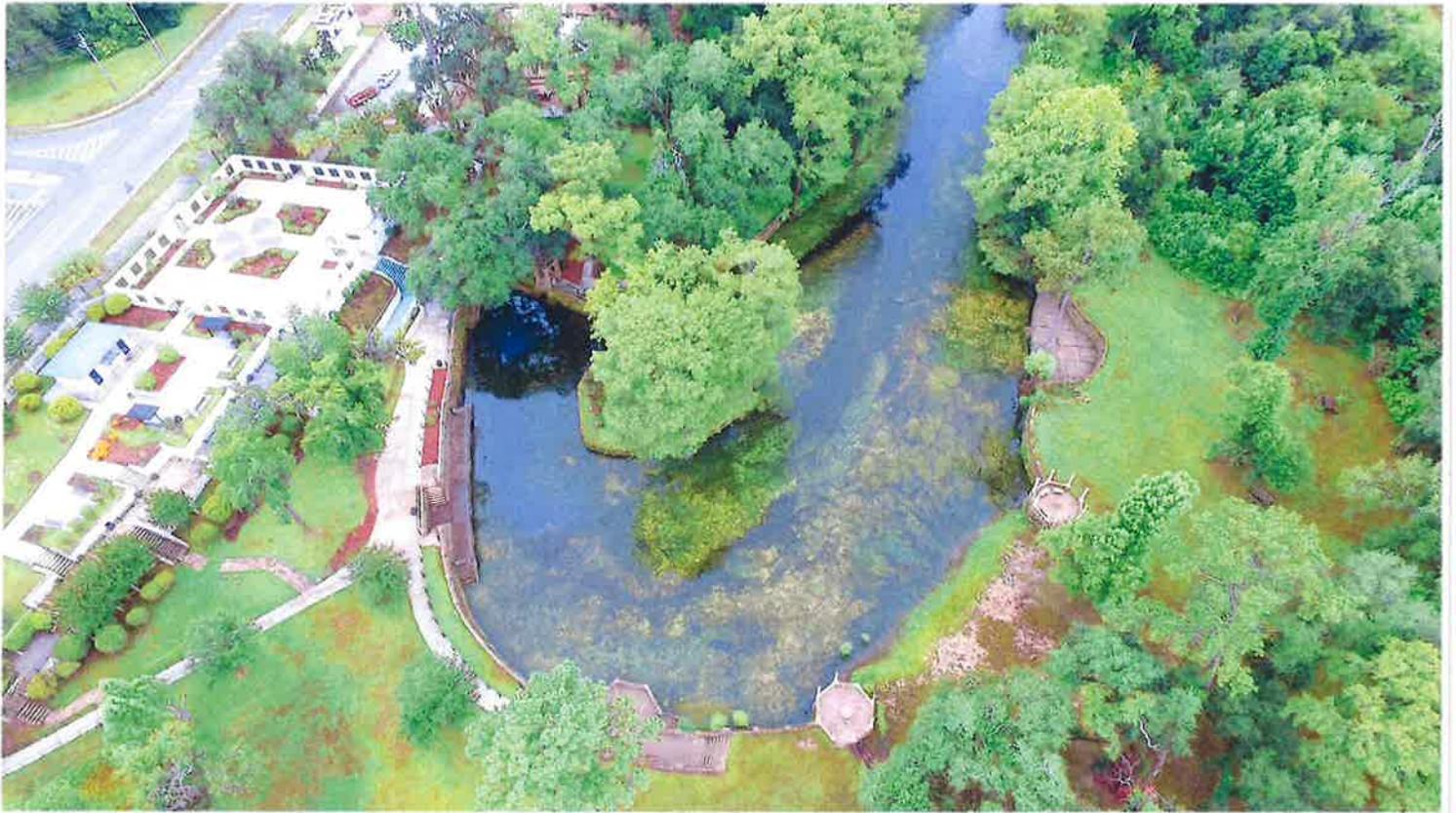
STONES AQUATIC WEED & ALGAE REMOVAL LLC JUSTON STONE 229-292-4642

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.

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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



PROCUREMENT RECOMMENDATION

DATE: January 12, 2021

TITLE: **PW Tractors & Mowers**
REFERENCE **GA Tractors & Mowers**
NUMBER: **99999-001-SPD0000102**

DEPARTMENT: **1051 – Public Works**
ACCOUNT **425025063 STRMDRIMPR**
NUMBER: **Equipment Main Budget**

OPENING DATE:

BUDGETED AMOUNT: **\$100,000**

BUYER: **Tina Strassenberg**

DEPARTMENT **Russell Allenbaugh**
CONTACTS:

Yvette Fields

Yvette Fields, Director

RECOMMENDATION:

Recommend approval to purchase from Flint Equipment Co., of Albany, GA the following pieces of equipment for the Public Works Department. One (1) 15-foot Flex Wing Rotary Cutter and one (1) Cab Tractor with a 7-foot Lift Rotary Cutter. The total expenditure will be \$88,971.12.

BACKGROUND INFORMATION:

The purchase will utilize the Georgia DOAS Contract 99999-001-SPD0000102-0027 with Deere & Company. The new equipment will replace a 2015 Bush Hog mower, a 2010 John Deere tractor, and a 2008 Rhino mower.

COUNTY ADMINISTRATOR ACTION:

APPROVED () DISAPPROVED () HOLD

COMMENTS:

1/13/2021
DATE

[Signature]

COUNTY ADMINISTRATOR

List of Documents Attached:

Quote

ZGC

Zane Grace Construction, Inc.
PO Box 145
Leesburg, Georgia 31763
229-759-0401 (phone)
229-759-2901 (fax)
zgc@att.net

January 12, 2021

Dougherty County board of Commissioners
Public Works/Engineering Department
Albany, Georgia
Attn: Jeremy Brown
RE: Jacqueline Drive

Request for Change Order

Work to Consist of:

- I. Demo
 - 1. Remove Sandbags: L/S

- II. Grading
 - 1. Place Fill at Slopes
 - 2. Finish/Dress

- III. Storm Sewer
 - 1. Connect 4" Pipe
 - 2. 36" RCP: 32 LF
 - 3. Junction Box: 1 Each
 - 4. 36" Concrete Headwall: 1 Each

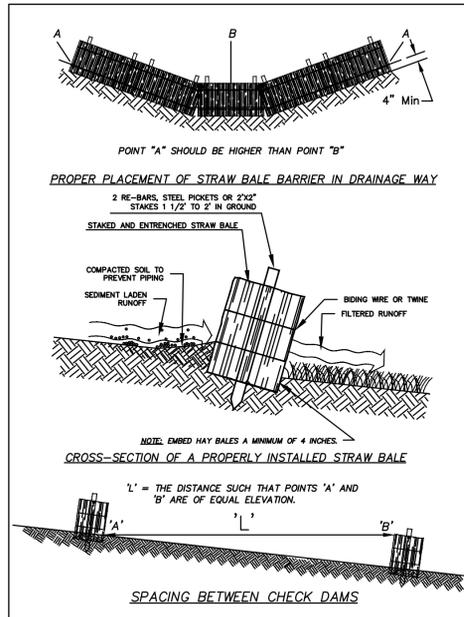
- IV. Erosion Control
 - 1. Hay Bale Check Dams: 2 Each
 - 2. Grassing: L/S
 - 3. Rip Rap: L/S

Total: \$31,518.00

Respectfully Submitted: _____ Zane Grace _____

Approved and Accepted: _____

Date: _____



A TEMPORARY COVER BASE AREAS TO PREVENT EROSION AND REDUCE RUNOFF.

DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

PURPOSE

- TO REDUCE RUNOFF AND EROSION.
- TO CONSERVE MOISTURE, PREVENT SURFACE COMPACTION OR CRACKING.
- TO CONTROL UNDESIRABLE VEGETATION.
- TO MOOPLY SOIL TEMPERATURE.
- TO INCREASE BIOLOGICAL ACTIVITY IN THE SOIL.

DEFINITION

APPLYING PLANT RESIDUE OR OTHER SUITABLE MATERIALS NOT PRODUCED ON THE SITE TO THE SOIL SURFACE.

SPECIFICATIONS

A. FOR TEMPORARY PROTECTION OF CRITICAL AREAS WITHOUT SEEDING.

THIS STANDARD APPLIES TO GRADES OR CLEARED AREAS WHICH MAY BE SUBJECTED TO EROSION FOR 6 MONTHS OR LESS, WHERE SEEDING MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RESISTANT COVER, BUT WHICH CAN BE STABILIZED WITH A MULCH COVER.

- GRAZE, AS NEEDED AND FEASIBLE, TO PREVENT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
- INITIAL WEEDS EROSION CONTROL MEASURES AS REQUIRED SUCH AS PILES, DIVERSIONS, BARRIERS, TRENCHES, AND SEDIMENT BARRIERS.
- AS NEEDED AND FEASIBLE, LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

ANCHORING MATERIALS

- DRY STRAW OR HAY-SPREAD AT A RATE OF 2 1/2 TONS PER ACRES DEEP (ABOUT 8 TO 9 TONS PER ACRES).
- WOOD WASTES, CHIPS, SAWDUST, OR BARK-SPREAD 2 TO 3 INCHES DEEP (ABOUT 4 TO 5 TONS PER ACRES).
- EROSION CONTROL MATTING OR NETTING, SUCH AS EXCELLENT, AITE, TEXTILE AND PLASTIC MATTING AND NETTING-APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- OUTRAGE ASPHALT, BLACK CRUMB-APPLIED AT 1500 GALLONS PER ACRE (OR 2 GALLONS PER SQ. YD.).
- POLYETHYLENE FILM-SECURED OVER BAGS OR STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION.

APPLYING AND ANCHORING MULCH

- APPLY STRAW OR HAY MULCH UNIFORMLY BY HAND OR MECHANICALLY, ANCHOR AS APPROPRIATE AND FEASIBLE. IT MAY BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL FRAMES ONLY. THE DISK MAY BE SHROUD OR SERVICED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE SHARP ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION.
- STRAW HAY MULCH SPREAD WITH SPECIAL BLOWER TYPE EQUIPMENT MAY BE ANCHORED WITH CALCAREOUS ASPHALT (GRADE AS-8 OR AS-1). THE ASPHALT EMULSION MUST BE SPREAD OVER THE MULCH AS IT IS LANCED FROM THE MACHINE. USE 100 GALLONS OF WATER PER TON OF MULCH.
- SPREAD WOOD WASTES UNIFORMLY ON SLOPES THAT ARE 5:1 AND FLATTER. NO ANCHORING IS REQUIRED.
- COMMERCIAL MATTING AND NETTING, FOLLOW MANUFACTURER'S SPECIFICATIONS INCLUDED WITH THE MATERIAL.
- APPLY ASPHALT TO AREA HAS UNIFORM APPEARANCE. (NOTE: USE IN AREAS OF PEDESTRIAN TRAFFIC COULD CAUSE PROBLEMS OF TRIPPING HIT OR DAMAGE TO SHOES, CLOTHING, ETC.)
- TO CONSERVE MOISTURE AND CONTROL WEEDS IN NURSERIES, ORNAMENTAL BEDS, AROUND SHRUBS, AND ON BARE AREAS ON LAWNS.

MULCHING MATERIALS

USE ONE OF THE MATERIALS GIVEN BELOW AND APPLY AT THE FOLLOWING DEPTHS:

ORCHARD STRAW OR GRASS HAY	4" TO 10"
PIKE NEEDLES	4" TO 6"
WOOD WASTES	4" TO 6"
SHRUBBER RESIDUES	4" TO 6"
GRASS, LEAVES, ETC.	4" TO 6"

COMPLETELY COVER AREA WITH BLACK POLYETHYLENE FILM AND HOLD IN PLACE BY FRAMING SOIL ON THE OUTER EDGE. WHEN USING ORGANIC MULCHES, APPLY 20-50 POUNDS OF NITROGEN IN ADDITION TO THE NORMAL AMOUNT NEEDED FOR PLANT GROWTH TO OFFSET THE UP OF "N" BY DECOMPOSITION OF MULCH.

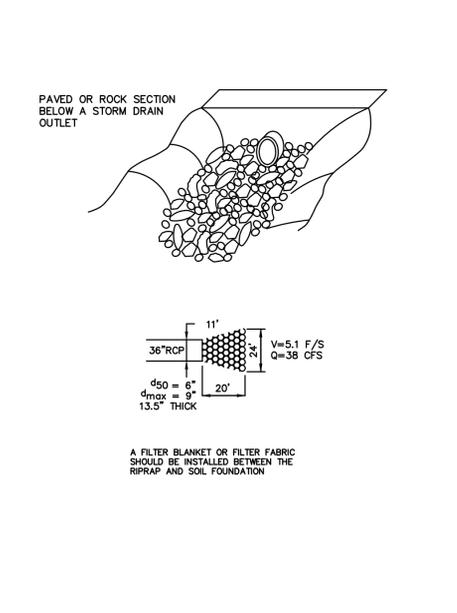
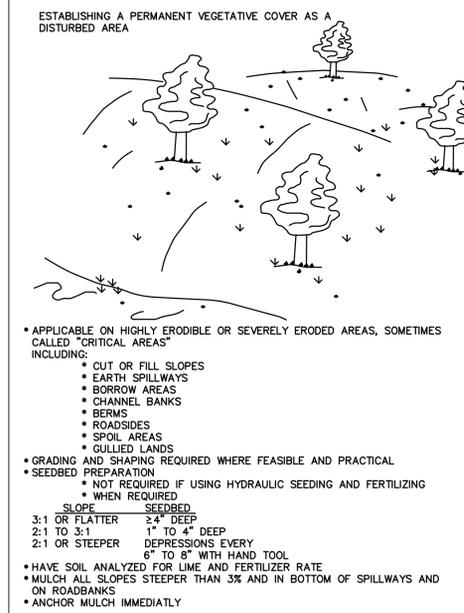
Cd-Hb HAYBALE CHECK DAM

DATE:

(Ds1) DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

DETAIL NO: 6036

DATE: 01-08-99



(Ds3) DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

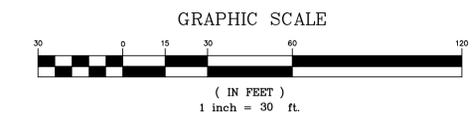
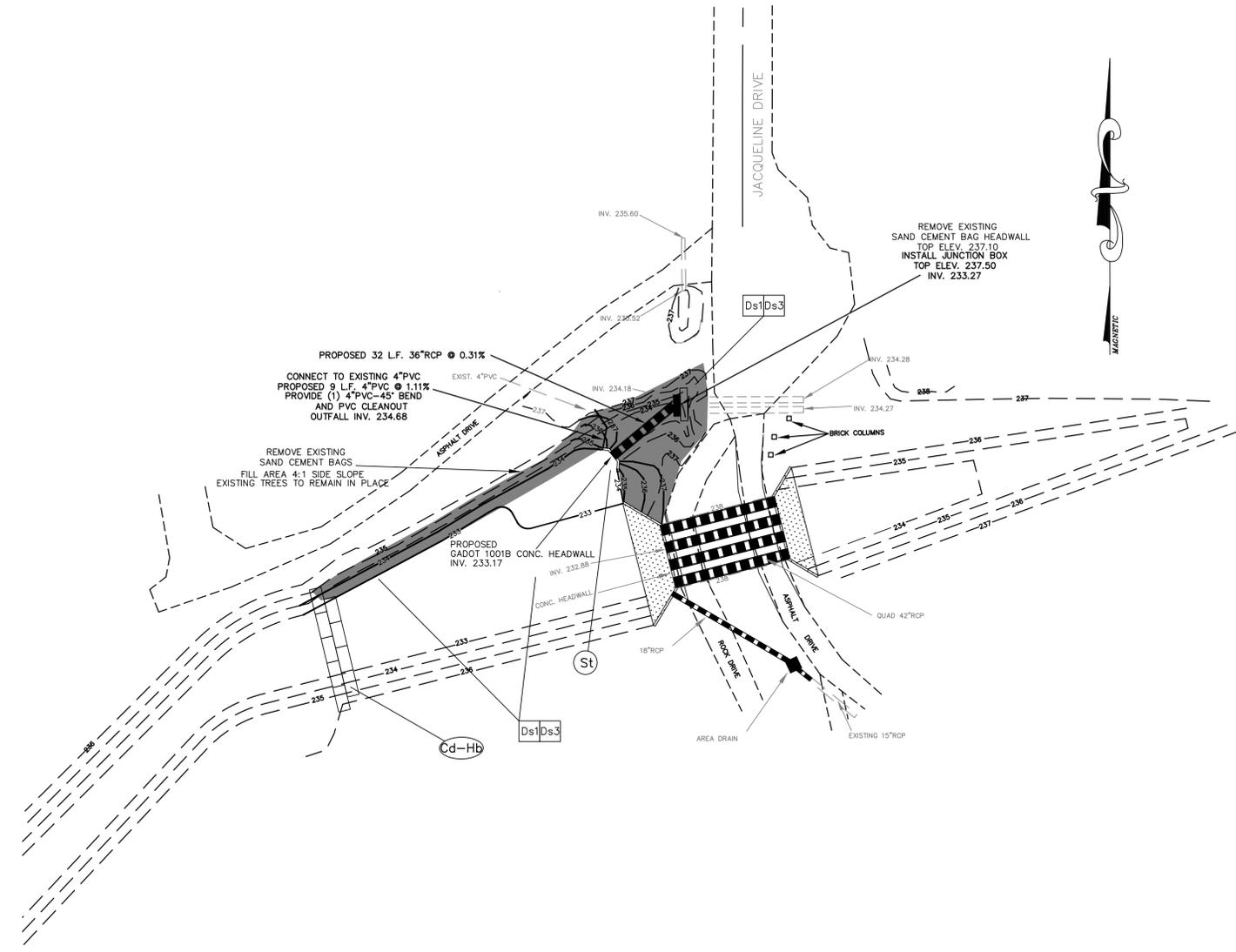
DETAIL NO:

DATE:

(St) STORM DRAIN OUTLET PROTECTION

DETAIL NO: 6027

DATE:



DOUGHERTY COUNTY ENGINEERING DEPARTMENT	
IMPROVEMENT TO EXISTING DITCH JACQUELINE DRIVE DITCH IMPROVEMENTS	
DRAWN BY: JEG	CHECKED BY: J.B.
SCALE: 1" = 30'	DATE: DECEMBER 2020
SHEET: 4 of 7	