



BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
ALBANY, GEORGIA

Jawahn E. Ware
County Clerk/Procurement Manager

Attention Viewers of www.dougherty.ga.us:

The following supplemental material pertains to the:

April 8, 2019 Work Session

Documents received after 2:00 p.m., April 5, 2019 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware
County Clerk



**DOUGHERTY COUNTY COMMISSION
WORK SESSION – APRIL 8, 2019**

Draft 3 jw

**Albany-Dougherty Government Center
222 Pine Ave, Room 120, Albany, GA 31701**

10 AM

AGENDA

A. CALL MEETING TO ORDER BY CHAIRMAN CHRISTOPHER COHILAS.

B. 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):

1. **Suzanne Williams**, Family Consumer Science Agent, present to update the Commission with the Dougherty County Extension **Quarterly Report**.
See Handout.
2. **Paul Forgey**, Planning & Development Services Director, present to update the Commission on the **2020 Census and the proposed new zoning signage**.

**C. ITEMS FOR DISCUSSION FOR THE REGULAR MEETING SCHEDULED
APRIL 1, 2019:**

1. Minutes of the March 4 Regular Meeting and March 11 Work Session.
See Minutes.
2. **Recommendation** to purchase five vehicles for the Sheriff's Office: (1) 2019 Ford Escape, (1) 2019 Ford F150 4-Dr Pickup, (1) 2019 Ford F-150 4-Dr SSV Pickup, (1) 2019 Ford F150 4-Dr Pickup XLT and (1) 2019 Ford Fusion from the lowest bidder meeting specifications, **Sunbelt Ford Town** (Albany, Ga) in the amount of **\$125,491.52**. Three vendors submitted bids with the highest being \$132,938. **Funding is available in SPLOST VII-Sheriff's Dept Vehicles**. County Administrator Michael McCoy will address. City of Albany Procurement Manager Mike Trotter and Sheriff's Office Major Pamela Johnson are present.
See Purchases #1.

<see over>

3. **Recommendation to purchase one (1) 2020 Model #567 Peterbilt Dump Truck for Public Works from Performance Peterbilt (Albany, Ga) in the amount of \$140,583.** Pricing for the equipment is provided by the Sourcewell Purchasing Cooperative Agreement. **Funding is budgeted in SPLOST VI- Storm Drainage Improvements & Equipment.** County Administrator Michael McCoy will address. City of Albany Procurement Manager Mike Trotter and Public Works Director Larry Cook are present.
See Purchases #2.
4. **Recommendation to purchase two tractors for Public Works: one (1) Model #3033R John Deer Compact Tractor in the amount of \$29,106.84 and (1) 6105E John Deer Cab Tractor in the amount of \$61,126.46 from the Ga State Contract vendor Flint Equipment Company (Leesburg, Ga) for a total expenditure of \$90,233.30.** **Funding is budgeted in SPLOST VI- County Road Improvements & Equipment and SPLOST VII – Roads, Streets & Bridges Equipment.** County Administrator Michael McCoy will address. City of Albany Procurement Manager Mike Trotter and Public Works Director Larry Cook are present.
See Purchases #3.
5. **Recommendation to purchase ten (10) complete sets of Tactical Vests for the Albany Dougherty Drug Unit (ADDU) from Dana Safety Supply, Inc. (Greensboro, GA) in the amount of \$33,178.20.** Three quotes were received with the highest being \$41,152.10. **Funding is available in the General Fund.** County Administrator Michael McCoy will address. ADDU Commander Capt. Ryan Ward is present.
See Purchases #4.
6. **Recommendation to contract with Maschke Associates, Inc. (Albany, GA) to develop bid specifications and provide project administration for the jail fire suppression system.** The fee is \$68,118 and will be funded from **SPLOST VII- Jail Facility Improvements.** Jail Director Chief John Ostrander will address.
See Purchases #5.
7. **Recommendation to accept the quote to replace the generator at the Fire Station on Hill Rd for Facilities Management from A. West Enterprises (Albany, GA) in the amount of \$106,540.** Pricing for material, labor and equipment is based off the U.S. General Service Administration (GSA) price and funding is budgeted in **SPLOST VII- County Fire Station Improvements** County Administrator Michael McCoy will address. Facilities Management Director Heidi Minnick is present.
See Purchases #6.

8. **Recommendation** from Juvenile Court to apply for a **Criminal Justice Incentive Grant Program in the amount of \$445,059.20** for Functional Family Therapy use. **This is a 100% grant with no local match.** Juvenile Court Judge Johnnie Graham will address. **See Other #1.**
9. **Recommendation** to **approve the Memorandum of Understanding with Evidence Based Associates, LLC (EBA)** on behalf of the **Dougherty County Juvenile Court** authorizing EBA to serve as the managing entity for the grant program. This MOU is required with the application for the Criminal Justice Incentive Grant Program. Juvenile Court Judge Johnnie Graham will address. **See Other #1.**
10. **Recommendation** to **approve the execution of an Option For Right Of Way** in favor of the Georgia Department of Transportation **for the purchase of property needed by GDOT for the widening of SR 133** consisting of 0.201 acres. County Administrator Michael McCoy and Public Works Director Larry Cook will address. Project Engineer Jeremy Brown is present. **See Other #2.**
11. **Recommendation** to approve the **Seller Agreement with Big Truck Bid, LLC** to serve as an **on-line auction service** for surplus heavy equipment and trucks. County Administrator Michael McCoy will address. **See Other #3.**
12. **Recommendation** to **declare the listed equipment as surplus and authorizing the sale** of same via an online auction. County Administrator Michael McCoy will address. **See Other #4.**

D. ITEMS FROM THE COUNTY ADMINISTRATOR.

E. ITEMS FROM THE COUNTY ATTORNEY.

F. ITEMS FROM THE COUNTY COMMISSION.

G. 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.

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

March 04, 2019

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on March 04, 2019. Vice Chairman Anthony Jones presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, and Clinton Johnson. Also present were County Attorney Spencer Lee, County Clerk Jawahn Ware, and representatives of the media. Chairman Christopher Cohilas and County Administrator Michael McCoy were absent.

After the invocation and Pledge of Allegiance, the Vice Chairman called for approval of the January 28 Regular Meeting, the January 31 – February 1, 2019 Commission Retreat, February 4 Regular Meeting, February 11 Work Session and February 14 Special Called Meeting Minutes.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the minutes were unanimously approved.

The Vice Chairman recognized Katherine Davis, Aspire Behavior Health & Developmental Disability Services Developmental Disability Professional Community Support Day Coordinator, who was present to accept the proclamation recognizing March 2019 as Developmental Disabilities Awareness Month in Dougherty County. Other representatives were present. The Proclamation reads as follows:

Whereas: Individuals with developmental disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the *abilities* of all people and,

Whereas: the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and,

Whereas: policies must be developed, attitudes shaped, and opportunities offered for citizens with developmental disabilities to live as independently and productively as possible in our community; and,

Whereas: we encourage all citizens to support opportunities for people with disabilities that include full access to education, housing, employment, and recreational activities; and,

Now, therefore, we, Dougherty County Board of Commissioners, do hereby proclaim March 2019 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

And offer full support to ASPIRE Behavioral Health and Developmental Disabilities and their efforts that assist people with developmental disabilities to make choices that enable them to live successful lives and realize their potential;

Furthermore, we urge all citizens to take time to get to know someone with a disability and ask ‘What’s Your Story?’ Every person’s story holds a promise to educate and inspire others.

IN WITNESS WHEREOF, we have hereunto set our hand and caused our seal this 4th day of March, in the year two thousand and nineteen.

BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher Cohilas, Chairman

The Vice Chairman recognized EMS Director Sam Allen present to update the Commission with their 2018 Annual Report. Mr. Allen highlighted the revenues collected in 2018 were \$3,012,782 with Medicaid being the largest provider. The total calls were \$22,012 and the response time was lowered to 6 minutes and 22 seconds; the national average response time standard is 8 minutes.

The Vice Chairman called for consideration of the resolution providing for the acceptance and execution of a Financial Services Agreement with PiperJaffray (Atlanta, GA) to serve as the County’s financial advisor. The service will be funded from the General Fund.

Commissioner Hudgins moved for approval. Commissioner Gaines seconded the motion. Commissioner Johnson asked for more details about the scope of work. County Attorney Spencer Lee gave direction in regards to Commissioner Johnson’s question about not proceeding with the request. Commissioner Edwards made a substitute motion to table. Commissioner Johnson seconded the motion. Under continued discussion, Commissioner Gray shared that the agreement is under Mr. McCoy authority. Commissioner Gaines added that she was not in favor of tabling but we needed clarification on the scope and requested a comprehensive long term plan. The motion to table the Financial Services Agreement with PiperJaffray passed with 5 ayes and 2 nays by Commissioner Hudgins and Commissioner Gaines.

The Vice Chairman called for consideration the resolution providing for the amendment to the account agreement with Wellsfargo (Atlanta, GA). Approval is needed to accept a fee reduction from .35% to .30% annually on assets under management for the Dougherty County Retirement Plan. HR Director Dominique Hall addressed and shared that the savings to the plan is anticipated to be approximately \$27,469.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion passed unanimously.

Resolution No. 19-011 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF
AN AMENDMENT TO THE WELLS FARGO ACCOUNT AGREEMENT
DOCUMENTATION; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

Commissioner Gaines requested an update from Code Enforcement regarding the process in place to ensure that citizens are cleaning up after the storms.

There being no further business, the Commission adjourned at 10:51 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

WORK SESSION MINUTES

March 11, 2019

The Dougherty County Commission met in Room 120 of the Albany-Dougherty Government Center on March 11, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Russell Gray, Lamar Hudgins, and Anthony Jones. Also present were County Administrator Michael McCoy, County Attorney Spencer Lee, Administrative Specialist Bristeria Hope, and representatives of the media. Commissioners Gloria Gaines and Clinton Johnson were absent.

The Chairman recognized Sheriff Kevin Sproul who was present to update the Commission with the 2018 Annual Report and to recognize Deputy Cornelius Drake as the Employee of the Year for Department 1038 (Sheriff's Office) and Officer Teresa Knighton as the Employee of the Year for Department 1062. He shared that the number of civil papers served went down 10% from last year. He added that the security checks percentage went up 15% due to performing extra security checks to identify amount of storm damage that occurred. There were 702.8 pounds of prescription drugs that were destroyed to avoid others from misusing them. He recognized how effective the deputy team was during Hurricane Michael. The team started assessments and looked for damaged homes, offered pods for the community, and provided temporary quarters at the Dougherty County Jail.

The Chairman recognized Larry Cook, Public Works Director and Chuck Mathis Assistant Public Works Director, who were present to update the Commission on Hurricane Michael storm debris removal. He highlighted that the County had picked up 90,000-100,000 cubic yards of material since the United States Army Corps of Engineering left. He added that the last day to pick up debris on a schedule would be March 18, 2019. Afterwards, Public Works would assign a designated area to pick up debris collectively based on the amount provided.

The Chairman recognized Citizen Warren Grant who was present and shared his opposition of the County hiring the financial advisor PiperJaffary.

The Chairman asked the Commission to review the minutes of the February 18 Regular Meeting, February 25 Work Session and February 25 Special Called Meeting for approval at the next regular meeting.

The Chairman called for discussion of a recommendation to approve a budget transfer for the certified police officers in the Juvenile Court. The request is for \$30,016 and will impact two officers. Sheriff Kevin Sproul addressed. He shared a budget adjustment was needed to move two employees to the Sheriff's Office.

The Chairman called for discussion of a recommendation to approve one invoice from Ceres Environmental Services in the amount of \$441,433.02 for debris removal and disposal and one invoice from Tetra Tech in the amount of \$20,598.25 for debris monitoring expenses. Funding will be paid from the Special Services District Fund. County Administrator Michael McCoy addressed.

The Chairman called for a discussion of a recommendation to approve an application for a one-day Alcoholic Beverages License for Bridges Sinyard for a Flint RiverQuarium fundraiser at the Abigail Plantation, 515 Abigail Plantation Road, on April 26, 2019. Business and License Support Chief Anthony Donaldson addressed.

Commissioner Gray shared that Chairman Cohilas received the Justice Robert Benham Award for Community Service.

There being no further business to come before the Commission, the meeting adjourned at 11:25 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



PROCUREMENT RECOMMENDATION

DATE: March 25, 2019

TITLE: DOCO VEHICLE

DEPARTMENT: Sheriff's Office

REFERENCE NUMBER: 19-057


ACCOUNT NUMBER: 25041.7002.01

OPENING DATE: 03/22/2019

BUDGETED AMOUNT: \$184,000.00

BUYER: Dale Henry

DEPARTMENT CONTACTS: Jawahn Ware


Yvette Fields, Director

RECOMMENDATION:

Recommend the purchase of one (1) 2019 Ford Escape, one (1) 2019 F-150 4Dr Pickup, one (1) 2019 F-150 4-Dr SSV Pickup, one (1) 2019 F-150 4Dr Pickup XLT and one (1) 2019 Fusion from Sunbelt Ford Town of Albany, Georgia, for a total expenditure of \$125,491.52.

BACKGROUND INFORMATION:

This bid was advertised in the local paper, on the access channel, and the Georgia Procurement Registry. Six (6) vendors were directly solicited and three (3) responded. Sunbelt Ford Town of Albany, meets all the terms, conditions and specifications contained in the bid reference.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

3/27/19
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Tabulation Sheet

CENTRAL SERVICES

CITY OF ALBANY GEORGIA PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO OPEN DATE: 22-Mar-19 TIME OF OPENING: 2:30 p.m. BID REF: 19-057		SUNBELT FORDTOWN 2926 N SLAPPEY BLVD ALBANY, GA 31701 HARRY PRISANT 229-883-3100 FAX 229-888-5432		ALLAN VIGIL 6790 MT ZION BLVD MORROW, GA 30260 HOP MOSEL 678-364-3983 FAX 678-364-3910		LONNIE COBB FORD 1618 US HWY 45N HERDERSON, TENN. STEVEN BLACKSTOCK 731-989-2121 FAX 731-989-3502			
QTY	DESCRIPTION			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 EA	2019 Ford Escape S.E.		\$23,144.51		\$23,358.00		\$23,718.00		
	Model Or Newer (Spec 1)								
	Sheriff								
1 EA	2019 F-150 Ford		\$27,380.55		\$28,695.00		\$29,340.00		
	4-Dr P/U (Spec 2)								
	Jail								
1 EA	2019 F-150 Ford		\$26,728.45		\$28,063.00		\$27,883.00		
	4-Dr P/U SSV (Spec 3)								
	Sheriff								
1 EA	2019 F-150 XLT 4-Dr		\$29,774.45		\$32,962.00		\$32,071.00		
	(Spec 4)								
	Sheriff								
1 EA	2019 Ford Fusion		\$18,463.56		\$19,860.00		\$19,584.00		
	(Spec 5)								
	Juvenile Ct.								
Total Bid			\$125,491.52		\$132,938.00		\$132,596.00		
DELIVERY TIME									
COMMENTS Total for County Comm.									



PROCUREMENT RECOMMENDATION

DATE: March 22, 2019

TITLE: Dump Truck

REFERENCE NUMBER: N/A

OPENING DATE: N/A

BUYER: Dale Henry


Yvette Fields, Director

DEPARTMENT: DOCO Public Works

ACCOUNT NUMBER: 21031.7353.07

BUDGETED AMOUNT: \$141,000.00

DEPARTMENT CONTACTS: Jawahn Ware

RECOMMENDATION:

Recommend the purchase of one (1) 2020 model # 567 Peterbilt Dump Truck from Performance Peterbilt of Albany, GA. for a total expenditure of \$140,583.00.

BACKGROUND INFORMATION:

This purchase is from a Source Well Cooperative Purchasing Contract (formally titled National Joint Powers Alliance) (NJPA) contract #081-716-PMC.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

4-5-19
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Peterbilt Quote

CENTRAL SERVICES



PROCUREMENT RECOMMENDATION

DATE: March 22, 2019

TITLE: Tractors

REFERENCE NUMBER: N/A

OPENING DATE: N/A

BUYER: Dale Henry

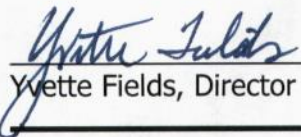
DEPARTMENT: DOCO Public Works

ACCOUNT NUMBERS: 21032.7353.0601

25062.7003.02

BUDGETED AMOUNT: \$91,000.00

DEPARTMENT CONTACTS: Jawahn Ware


Yvette Fields, Director

RECOMMENDATION:

Recommend the purchase of one (1) model #3033R John Deere Compact Tractor for \$29,106.84 and one (1) model #6105E John Deere Cab Tractor for \$61,126.46 from Flint Equipment Company of Leesburg, GA. for a total expenditure of \$90,233.30.

BACKGROUND INFORMATION:

This purchase is from GA State Contract #99999-001-SPD0000102 (PG 2M CG 22).

COUNTY ADMINISTRATOR ACTION:


☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

4-5-19
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

State Contract Quote

CENTRAL SERVICES



BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
ALBANY, GEORGIA

Jawahn E. Ware
County Clerk/Procurement Manager

Dougherty County Commission Agenda Items

Date: April 4, 2019
Meeting Date: April 8, 2019
Subject/Title: ADDU Tactical Vests
Presented for: Decision
Presenter: Michael McCoy, County Administrator

Statement of Issue

The Albany Dougherty Drug Unit is in need of tactical vests.

History/Facts and Issues

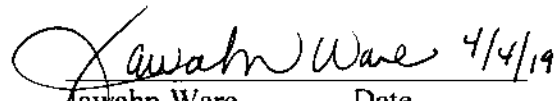
The Albany Dougherty Drug Unit (ADDU) is in need of ten (10) complete sets of tactical vests. Three quotes were obtained with the highest being \$41,152.10. Procurement is requesting approval to purchase the vests from the lesser quote provided by Dana Safety Supply. The Quote Analysis Group consisting of Capt. Ryan Ward, ADDU, Lt. Danny Ball, ADDU, Jawahn Ware, Procurement Manager and Darlene Hollis Procurement Specialist evaluated the quotes.

Recommended Action

Recommend Dougherty County accepts the quote from Dana Safety Supply of Greensboro, NC for an expenditure of \$33,178.20 for the purchase of ten complete sets of tactical vests for the Albany Dougherty Drug Unit.

Funding Source

1059.7353 General Fund
Tools and Equipment
Budget \$33,200.00


Jawahn Ware Date
County Clerk/Procurement Manager

Decision:

Approved / Denied


Michael McCoy Date
County Administrator



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 **eleventh** day of **February** in the year of
two thousand and nineteen.

BETWEEN the Owner: **Dougherty County Commission**
(Name and address) **222 Pine Avenue**
Albany, Georgia 31701
Phone: (229) 431-2121
Fax: (229) 438-3967

and the Architect: **Maschke Associates, Inc.**
(Name and address) **206½ West Broad Avenue**
Albany, Georgia 31701
Phone: (229) 888-3421
Fax: (229) 888-1893

For the following Project: **Fire Alarm System Upgrade**
Dougherty County Jail
1302 Evelyn Avenue
Albany, Georgia 31705
Architect's Project No. 21802

For Initial Scope/Description of Project, see Attachment "A".

The Owner and Architect agree as set forth below.

Copyright 1974, 1978, & 1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
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

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.

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, to the best of the Architect's knowledge, information and belief, has progressed to the point indicated and that 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.

5.2.5 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 **zero** Dollars (\$ **0.00**) 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:

See Article 11.2.2 below and Attachment "A", page 5 of 6 and Attachment "B" email dated December 19, 2018.

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:

Assessment/Research/Site Visits Phase Services:	\$ 16,518
Design and Construction Documents Phase Services:	\$ 29,600
Bidding Phase Services:	\$ 6,000
Construction Administration Phase Services:	\$ 16,000
Total:	\$ 68,118

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:

See Attachment "A", page 5 of 6.

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

See Attachment "A", page 5 of 6.

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 **1.25** (**25%**) times the amounts billed to the Architect for such services.

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 **1.25** (**25%**) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project. See Attachment "A", page 5 of 6.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **nineteen** (**19**) 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 **fifteen** (**15**) days from the date of the Architect's invoice. Amounts unpaid **forty-five** (**45**) 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.

(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

See Attachment "A", attached (6 pages)
and Attachment "B" email dated December 19, 2018.

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

OWNER

(Signature) **Michael McCoy**
County Administrator

(Printed name and title)

ARCHITECT

(Signature) **David Maschke, AIA**
Architect/Owner

(Printed name and title)

MASCHKEASSOCIATES

ARCHITECT



December 6, 2018

REVISED/UPDATED TO INCLUDE
REVISIONS PROPOSED IN EMAIL
DATED DEC. 19, 2018 (11:53AM)

Chief John D. Ostrander
Dougherty County Sheriff's Office
1302 Evelyn Avenue
Albany GA 31705
Ph: (229) 430-6508
Fx: (229) 420-1168

JOH

Mr. Vince Williams – Facility Director
Dougherty County Sheriff's Office
1302 Evelyn Avenue
Albany GA 31705
(229) 430-6500

Re: Fee Proposal:
Fire Alarm System Upgrade
Dougherty County Jail
Dougherty County Sheriff's Office
Albany, Georgia

Dear Chief Ostrander and Mr. Williams,

Per our project review meetings on October 23 and November 2, I am submitting this Proposal to provide required Assessment, Research, Site Visits, Design and Construction Documents Services, Bidding Services and Limited Construction Administration Services on the above referenced project.

I. Project Phasing:

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

II. Scope of Services:

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

- Review with the Dougherty County Jail Personnel their desired functionality and options for the system upgrades.
- The Design Team shall review the DCJ scope and coordinate an initial on-site conference.

- The Design Team (consisting of Architect and Engineer) will meet with Jail personnel to tour the facility; review the existing fire alarm system and installation; and conference to examine in detail the jail equipment and function.
- The Design Team shall research potential vendors and review the project with them. Per Chief Ostrander's direction, bringing vendors to the Jail for Presentation Meetings will not be required.
- The Design Team will develop an Assessment and Research the Jail needs and make recommendations, if needed, regarding enhancement of the proposed system and additional coverage options or Code requirements, equipment types and other recommendations regarding the overall fire alarm system.
- This Assessment/Research Development Concept will be presented to Jail personnel at a follow-up conference and reviewed in detail to fine tune and finalize the scope of the fire alarm system.
- Included at the conference will be estimated purchase/installation costs for the system scope, options and updated Project Budget.
- Upon approval, the completed Assessment/Research Development Concept will be the basis for the design and development in the next Phase.

Phase 2: Design and Construction Documents Phase:

- Additional field work as required to determine/verify existing conditions.
- Develop design solution for the Fire Alarm System Upgrades based on Assessment/Research Development Concept conference.
- Consult with Technical Consultants, as needed, to ensure quality and completeness of the system.
- Development of detailed drawings and specifications for the jail new fire alarm system upgrades including low-voltage, electrical power circuits, equipment, and related items for a complete system. This will include removal and replacement of existing system components as required.
- Conduct design progress, coordination and review meetings as required.

- Prepare reproducible and electronic Bid Documents including drawings, technical specifications, project manual and bid requirements ready for Bidding.
- Submit final Bid Documents to Jail personnel for review and approval with updated Cost Estimate.
- Submit Final Bid Documents to State Fire Marshal's Office for review and approval. IMPORTANT NOTE: Per the State Fire Marshal's office (Jeffrey Mayers, Fire Safety Engineer, GA State Fire Marshal's Office), their office has an approximate six-month backlog on Fire Alarm System Plan Reviews.
- Submit Final Bid Documents to Dougherty County Building Inspection Department for Permitting.
- Provide Final Bid Documents to Albany Central Services office for distribution to Bidders and posting on Procurement site.

Phase 3: Bidding Phase:

- After approval from Jail personnel, facilitate printing of Bid Documents.
- Provide written Invitation to Bid to County Administration Office for publication in local legal organ and posting on County website.
- Conduct Mandatory Pre-Bid Conference at Jail (mandatory per Jail personnel request) to familiarize potential Bidders with the project and to answer questions.
- Issue written Addenda as required.
- Conduct Bid Opening and develop Bid Tabulation.
- Evaluate Bids and submit written recommendation of Award of Contract.
- Attend County Commission Meeting to present Project and Bids (if needed).
- County to issue Purchase Order to successful Bidder.

Phase 4: Construction Administration Phase:

- Conduct Pre-Construction/Mobilization Conference at Jail (Architect and Engineer).

- Process Project Submittals and Shop Drawings for materials and systems as submitted by the Contractor. Maintain Submittal Log.
- Conduct limited periodic on-site inspections and issue written reports (Architect and/or Engineer).
- Dougherty County Jail personnel will handle the daily inspections and supplemental on-site inspections to address issues when required and will request assistance as required from the Design Team for support.
- Respond to Contractor's requests for information and questions. Issue written responses as required.
- Review Contractor Payment Requests and submit to Jail Representative for further processing.
- Review Change Order Proposals, if required, (up to 2) and submit to Jail Representative with recommendations.
- Conduct Substantial Completion Inspection and submit written report (Architect and Engineer).
- Conduct Final Inspection and submit report (Architect and Engineer).
- Process Close-Out Documents and Contractor's Final Payment Request.
- Respond to Jail Representatives' questions and inquiries throughout the Construction Phase.

III. Project Time Line:

1. Proposal Phase:	1 mo.
2. Contract Acceptance/Execution:	1 mo.
3. Assessment/Research/Site Visits Phase:	1 ½ mo.
4. Design and Construction Documents Phase:	2 mo.
5. Bidding Phase:	1 ½ mo.
6. Contract Award:	1 mo.
7. Permitting Time: (includes 2 month overlap with Bidding Phase)	4 mo.
8. <u>Construction Period:</u>	<u>7 mo.</u>
Total:	19 mo.

IV. Fees and Reimbursable Expenses:

As used in the past, the Contract Agreement for this Project would be the Abbreviated Form of Agreement between Owner and Architect (or Projects of Limited Scope), AIA Form B151.

1. Lump Sum Fee:

For the services outlined in this Proposal, Maschke Associates proposes a Lump Sum Fee of ~~\$70,518~~ ^{68,518} (includes Architectural and Engineering time and services). All professional electrical engineering services will be provided by Nix Engineering, Inc. The fee breakdown by Phase is as follows:

Assessment/Research/Site Visits Phase Services:	\$ 16,518	
Design and Construction Documents Phase Services:	\$ 30,000 29,600	
Bidding Phase Services:	\$ 6,000	
Construction Administration Phase Services:	\$ 16,000	
Total:	\$ 68,518	1 On

2. Additional Services:

If Additional Services are required or requested, services shall be approved in writing first and billed based on our Standard Hourly Rates.

Hourly rates for Additional Services will be:

Principal Architect	\$ 140
Level I Technician	\$ 80
Level II Technician	\$ 55
Level III Technician	\$ 40
Construction Inspector (non-Architect):	\$ 80
Principal Engineer	\$ 150
CADD Operator/Intern	\$ 50
Clerical	\$ 30

3. Reimbursable Expenses:

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 (Albany) is not charged. Receipts will be provided with each invoice. NOTE: Pre-Bid Conference food costs will not be billed.

Estimated Reimbursable Expense Budget for this project is \$10,000. ~~\$6,000~~ ⁰ *OK*


Out-of-town mileage is billed at 50 cents per mile. Time for out-of-town travel is billed portal to portal.

V. Project Cost Estimate:

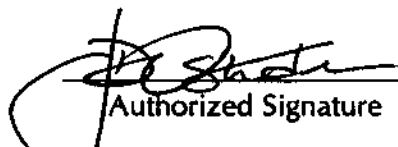
Based on the size of the jail, the number of devices shown on the Existing Drawings and the scope information available at this time, we have developed the following Project Cost Estimate. For the total system, including installation and training, is \$839,057 utilizing a competitive bid process. Project Cost Estimate breakdown follows.

1. Estimated Construction Cost including Training:	\$ 620,000 ⁰ <i>OK</i>
2. Professional Fees:	\$ 68,318 <i>OK</i>
3. Reimbursable Project Expenses:	\$ 610,000 <i>OK</i>
4. Contingency of 7.5%: 5.070 <i>OK</i>	\$ 52,289 33,706 <i>OK</i>
Total Estimated Project Cost:	\$ 750,907
	707,824 <i>OK</i>

Thank you for the opportunity to submit this Proposal.

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

Accepted by:

 18 FEB 2019
Authorized Signature Date
JOHN D. OSTRANDER / CHIEF JAILER
Print Name/Title

Attachment B

David Maschke

From: David Maschke [davidm@maschke.com]
Sent: Wednesday, December 19, 2018 11:53 AM
To: 'Ostrander, John'
Subject: DoCo Jail: Fire Alarm System Upgrades Fee Proposal - 12/19/18

Good Morning Chief Ostrander,

No apology is needed, good to hear from you.

Regarding trimming the Estimate, below are my suggestions:

1. Our Estimated Construction Cost including Training was lower than the \$620,000 figure shown. I added \$20,000 for a safety factor and unknowns (such as if additional devices are needed in locations that are not currently covered because when the Jail was built the Fire Safety Code was less stringent). The figure can be reduced to \$600,000 which would be adequate with the understanding that the Contingency would cover any scope creep.
2. The Professional Fees are for the scope of work, but I did add \$400 in for time required during the extended Plan Review Period that the State Fire Marshal's Office told me would be required because they are understaffed. Per my explanation on page 3 of the Proposal, third bullet point from the top, the State Fire Marshal's Office has an approximate 6-month backlog on fire alarm system plan reviews. In the project timeline, I included two months of overlap with Bidding Phase, leaving four months of time that the project will be basically stagnant awaiting the completion of their Plan Review. I put the \$400 in for that because I expect there will be some questions or other issue that would arise during that period, but if it would help, the \$400 can be deleted.
3. The Reimbursable Project Expenses is included at a \$10,000 budget. This could be safely trimmed down if the commitment is made to limit the number of paper sets of documents and provide Bidders with only electronic sets. If this is done, the Reimbursables Budget can safely be reduced to \$6,000 (\$4,000 reduction). The State Fire Marshal's Office does require multiple paper sets to be submitted for their review process.
4. The Contingency is indicated at 7½%. This is not an inflated number, but could be reduced to 5% and still leave a reasonable sum for scope creep, unknowns and Change Orders, if required.

If all four suggestions above are acceptable, the total Estimated Project Cost would be reduced from \$750,907 to \$707,824.

Thank you. I want to wish you and your family a Merry Christmas.

DMGM

David Maschke, AIA
Maschke Associates
206 1/2 West Broad Avenue
Albany, GA 31701
Phone (229) 888-3421
Fax: (229) 888-1893
davidm@maschke.com

April 2, 2019

Project: 5115 Hill Rd Fire Station

Subject: Replace Generator

ATTN: Donald Hood

We appreciate the opportunity to provide you with a price on the above referenced project. Our price includes the following scope of work.

- 1) We have included all material, labor, and equipment to replace the existing generator with a new 100 KW Caterpillar diesel genset capable of running the entire building.
- 2) We will install a new service rated transfer switch beside the existing meter.
- 3) We will remove the existing generator and have the propane line capped. We will allow a \$300.00 credit for the old generator once we remove it.
- 4) We will trench to the new transfer switch from the new generator location on the existing pad. We will repair the concrete.
- 5) We have figured this bid with GSA pricing.
- 6) We will rent and install a towable diesel generator to power the building while we install the new equipment.
- 7) I will handle permitting and inspection.
- 8) I have included the Caterpillar Spec information.

Total Bid Amount \$106,540.00

This price is valid for 30 days from the date above and is contingent upon credit evaluation. Please feel free to call with any questions.

Sincerely,
Kevin Rich
Service Manager
229-894-9156
Kevin.rich@awestenterprise.com



GRANT REQUEST AUTHORIZATION FORM

DATE: April 2, 2018				
DEPARTMENT: 1036 Dougherty County Juvenile Court				
GRANT PROGRAM: Criminal Justice Incentive Grant Program				
GRANTING AGENCY: Criminal Justice Coordinating Council				
CFDA # (IF FEDERAL GRANT)				
PROGRAM TITLE: Functional Family Therapy				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	445,059.20			445,059.20
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET?		Comments: (in-kind, direct appropriation, etc.)		
INDIRECT COSTS?		AMOUNT:		
REIMBURSEMENT GRANT:				
PROJECT DIRECTOR: Herbie L. Solomon		PHONE: 229-431-2162	hsolomon@dougherty.ga.us	
DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE) Herbie L. Solomon, Judge		SIGNATURE:	DATE: Apr 2, 2019	
REVIEWED BY FINANCE: MARTHA B HENDLEY FINANCE DIRECTOR		SIGNATURE: Martha B. Hendley	DATE: 4/2/19	
REVIEWED BY COUNTY ADMINISTRATOR: Michael McCoy		SIGNATURE:	DATE: 4/3/19	
COUNTY COMMISSION ACTION:		APPROVED: Y/N		DATE:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed by and between Evidence Based Associates, LLC, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as "EBA"), and the **Dougherty County** Board of Commissioners, a local governmental entity, (hereinafter referred to as "County").

EBA is an experienced and successful partner with many governmental entities across the United States. EBA serves as a managing entity on behalf of these governmental agencies to analyze the current investment in services for youth involved in or at risk of involvement in the juvenile justice system. EBA serves as the entity for delivery of therapeutic services to juveniles and their families with the result of significantly reducing recidivism while optimizing governmental resources.

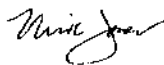
To this end, EBA and **the County** have agreed to work together in assembling a proposal to obtain grants for the implementation of juvenile justice system reforms. EBA brings to this effort a vast delivery of services, web-based performance tracking tools, grant writing resources, an array of evidence-based service options, valuable performance metrics, and a validated risk assessment tool that will result in a well designed, and well-implemented program thereby significantly increasing **the County's** chances of the successful selection as a recipient of grant funds.

Based upon **the County's** ability and willingness to follow key EBA recommendations regarding program selection, service delivery procurement and contracting, and staffing, EBA will also collaborate closely with county juvenile court officials in meeting the goals of the Juvenile Justice Incentive Grant Program.

Upon receipt of grant funds, it is the intent of **the County** to move forward with EBA as a partner to implement evidence-based programs with EBA serving as the managing entity. EBA will assist with the selection and oversight of service providers, manage the training and quality assurance of the direct service providers, provide reports showing results of the programs and meet the goals established by the State and the County for performance and delivery of services to the families.

Upon selection of grant recipients, EBA and **the County** will execute a contract for Managing Entity Services and immediately commence management of the Grant to meet grant deadlines and provision of services.

Executed this ____ day of April 2019.



Evidence Based Associates, LLC
As its: Authorized Agent

Dougherty County Board of Commissioners
As its: Chairman



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Feb. 12, 2019

DOUGHERTY COUNTY
240 PINE AVE.
ALBANY, GA. 31701

**RE: STP00-0000-00(473) DOUGHERTY COUNTY P. I. NO: 0000473
PARCEL NO: 84**

Dear Property Owner:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, 0.201 acres of your property in fee and N/A square feet of permanent easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$900.00. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

Our Right of Way Specialist, Paul C. Bryan of Bryan Real Estate Services, Inc. located at 406 Martindale Dr., Albany, Ga. 31721 or (229) 349-1976 representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. They will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option For Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,
Ritchie Swindell
District Engineer

BY: Paul C. Bryan
Right of Way Consultant

SUMMARY STATEMENT BASIS FOR JUST AND ADEQUATE COMPENSATION

1. Project No.: **STP00-0000-00(473)** County: **DOUGHERTY** Parcel: **84**

2. Owner(s): **DOUGHERTY COUNTY**
Address: **240 PINE AVE., ALBANY, GA. 31701**

3. Property Location: **SR 133, ALBANY, GA.**

	<u>FAIR MARKET VALUE</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
4. Estimated Value of Land and/or Easement(s):	\$900.00	N/A
Estimated Value of Improvement(s):	N/A	N/A
5. Estimated Value of all consequential or severance damages:	N/A	N/A
6. Estimated Value of Certain Remnant(s):	N/A	N/A
7. Total Estimated Fair Market Value:	\$900.00	N/A

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

8. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
DOUGHERTY COUNTY	FEE SIMPLE	\$900.00

Total Estimated Fair Market Value: **\$900.00**

9. If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$N/A (Salvage Value) and/or

(b) Deduct at Closing \$N/A (Performance Bond)

Total Withheld at Closing \$N/A

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 2-12-19 PREPARED BY: Paul C. Bryer
Staff Negotiator

**DEPARTMENT OF TRANSPORTATION
OPTION FOR RIGHT OF WAY**

GEORGIA, DOUGHERTY COUNTY

P.I.#: 0000473

PARCEL NO.: 84

Received of The Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$900.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the widening of SR 133 from North of CR 459/County Line Road to North of CR 540 Holly Drive being Parcel 84 consisting of 0.201 acres in fee and N/A square feet of easement on Georgia Highway Project Number STP00-0000-00(473) Dougherty County.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of \$N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfaction of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

The above offer includes \$ N/A as cost cure for N/A.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as Parcel No. N/A.

DEPARTMENT OF TRANSPORTATION
OPTION FOR RIGHT OF WAY

GEORGIA, DOUGHERTY COUNTY

P.I.#: 0000473

PARCEL NO.: 84

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number STP00-0000-00(473) Dougherty County.

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this _____ day of _____, 2019.

(L.S.)

(L.S.)

Signed, Sealed and Delivered
in the presence of:

Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)

83
 N/F
 EDWIN JESSE MATHIS
 PARCEL APPEARS ON SHEET 60-0033

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
23548	64.27 R	1747+72.05	SR 133
23550	64.44 R	1749+51.36	SR 133
ARC LENGTH = 86.53			
CHORD BEAR = N 44°37'34.0" E			
LNTH CHORD = 86.51			
RADIUS = 1227.77			
DEGREE = 4°40'00.0"			
DE10817	150.00 R	1749+38.55	SR 133
	166.61	S 47°39'56.8" E	
DE10820	131.94 R	1747+72.92	SR 133
	67.68	S 35°22'27.1" W	
23548	64.27 R	1747+72.05	SR 133
REDD R/W	13312.18	SF	
REDD R/W	0.306	ACRES	
REMAINDER	+/- 0.75	ACRES	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10831	145.00 R	1749+00.00	SR 133
DE10817	150.00 R	1749+38.55	SR 133
ARC LENGTH = 25.48			
CHORD BEAR = N 47°14'22.8" E			
LNTH CHORD = 25.48			
RADIUS = 1227.77			
DEGREE = 4°40'00.0"			
DE10829	175.00 R	1749+33.63	SR 133
DE10830	175.00 R	1749+00.00	SR 133
DE10831	145.00 R	1749+00.00	SR 133

84
 DOUGHERTY COUNTY
 PARCEL APPEARS ON SHEET 60-0033

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
23550	64.44 R	1749+51.36	SR 133
25000	64.50 R	1750+10.45	SR 133
23559	125.08 R	1750+54.29	SR 133
	40.65	N 46°55'17.8" E	
DE11044	165.00 R	1750+46.62	SR 133
	109.10	S 45°59'11.0" E	
DE10817	150.00 R	1749+38.55	SR 133
ARC LENGTH = 86.53			
CHORD BEAR = N 44°37'34.0" W			
LNTH CHORD = 86.51			
RADIUS = 1227.77			
DEGREE = 4°40'00.0"			
23550	64.44 R	1749+51.36	SR 133
REDD R/W	8750.77	SF	
REDD R/W	0.201	ACRES	
REMAINDER	+/- 3.0	ACRES	

85
 N/F
 HERITAGE CHURCH
 PARCEL APPEARS ON SHEET 60-0033

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
23766	35.59 L	1749+77.04	SR 133
	191.15	S 0°00'14.5" E	
DE10382	190.00 L	1748+64.37	SR 133
	55.63	N 53°53'19.4" W	
DE10383	190.00 L	1749+20.00	SR 133
	60.21	N 12°15'18.6" W	
DE10385	150.00 L	1749+65.00	SR 133
	110.11	N 56°29'28.6" W	
DE10382	155.00 L	1750+75.00	SR 133
	172.44	N 43°52'11.5" W	
DE10833	125.00 L	1752+44.81	SR 133
	95.64	N 44°44'41.5" E	
23789	35.83 L	1752+79.66	SR 133
	96.35	S 53°57'52.5" E	
23823	35.80 L	1751+83.30	SR 133
	206.27	S 53°58'55.6" E	
23766	35.59 L	1749+77.04	SR 133
REDD R/W	38045.49	SF	
REDD R/W	0.873	ACRES	
REMAINDER	+/- 14	ACRES	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10382	190.00 L	1748+64.37	SR 133
	75.28	S 0°00'14.5" E	
DE10780	250.82 L	1748+20.00	SR 133
	115.37	N 58°27'17.3" W	
DE10836	260.00 L	1749+35.00	SR 133
	114.02	N 20°51'22.2" E	
DE10385	150.00 L	1749+65.00	SR 133
	60.21	S 12°15'18.6" E	
DE10383	190.00 L	1749+20.00	SR 133
	55.63	S 53°53'19.4" E	
DE10382	190.00 L	1748+64.37	SR 133
REDD EASMT	7522.63	SF	
REDD EASMT	0.173	ACRES	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10837	152.87 L	1750+20.00	SR 133
DE10838	175.00 L	1750+20.00	SR 133
DE10839	175.00 L	1750+75.00	SR 133
DE10832	155.00 L	1750+75.00	SR 133
DE10837	152.87 L	1750+20.00	SR 133

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 N/F
 WARREN WILSON
 PARCEL APPEARS ON SHEETS 60-0033 AND 60-0038

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
23559	125.08 R	1750+54.29	SR 133
	49.27	N 0°13'31.4" E	
DE11045	165.00 R	1750+83.16	SR 133
	36.55	S 53°53'19.4" E	
DE11044	165.00 R	1750+46.62	SR 133
	40.65	S 45°59'17.8" W	
23559	125.08 R	1750+54.29	SR 133
REDD R/W	729.42	SF	
REDD R/W	0.017	ACRES	
REMAINDER	+/- 1.0	ACRES	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11044	165.00 R	1750+46.62	SR 133
	36.55	N 53°53'19.4" W	
DE11045	165.00 R	1750+83.16	SR 133
	49.27	N 0°13'31.4" E	
DE11047	205.00 R	1751+12.10	SR 133
	72.39	S 49°55'40.6" E	
DE11046	200.00 R	1750+39.89	SR 133
	35.64	S 46°59'17.8" W	
DE11044	165.00 R	1750+46.62	SR 133
REDD EASMT	2011.53	SF	
REDD EASMT	0.046	ACRES	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11048	268.37 R	82°90.00	PECAN LN
23560	243.92 R	83°24.07	PECAN LN
23553	236.88 R	83°34.04	PECAN LN
DE11050	255.00 R	83°45.92	PECAN LN
DE11049	287.00 R	83°02.50	PECAN LN
DE11046	268.37 R	82°90.00	PECAN LN

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 N/F
 JANET B. & SHIRLEY F. SMITH, SR.
 PARCEL APPEARS ON SHEETS 60-0033 AND 60-0038

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
23705	64.24 R	1751+42.12	SR 133
	489.93	N 53°56'43.3" W	
23706	63.76 R	1756+32.05	SR 133
	76.90	N 35°59'47.8" E	
DE10858	140.66 R	1756+32.21	SR 133
	93.31	S 62°43'49.9" E	
DE10854	155.00 R	1755+40.00	SR 133
	30.09	N 85°10'37.9" E	
DE10853	75.00 L	81°75.00	PECAN LN
	167.29	N 35°53'32.8" E	
DE10852	75.00 L	83°42.29	PECAN LN
ARC LENGTH = 412.08			
CHORD BEAR = N 19°36'34.6" E			
LNTH CHORD = 406.55			
RADIUS = 725.00			
DEGREE = 7°54'10.3"			
DE10850	75.00 L	87°97.00	PECAN LN
	79.82	N 35°59'47.8" E	
23707	29.32 L	88°65.94	PECAN LN
	637.15	S 0°24'07.3" E	
23708	188.31 R	82°48.82	PECAN LN
	139.09	S 1°52'28.6" W	
23709	184.55 R	1751+76.19	SR 133
ARC LENGTH = 48.82			
CHORD BEAR = S 8°10'24.2" W			
LNTH CHORD = 48.70			
RADIUS = 201.48			
DEGREE = 28°26'16.4"			
23711	141.52 R	1751+53.37	SR 133
ARC LENGTH = 79.00			
CHORD BEAR = S 27°49'41.1" W			
LNTH CHORD = 78.10			
RADIUS = 158.81			
DEGREE = 37°59'34.6"			
23705	64.24 R	1751+42.12	SR 133
REDD R/W	150564.66	SF	
REDD R/W	3.456	ACRES	
REMAINDER	+/- 1.2	ACRES	



DATE	REVISIONS	DATE	REVISIONS
10-23-18	REVISED REQ'D R/W - PAR 85		
1-17-19	REVISED EASEMENT - PAR 85		
	REVISED REQ'D R/W - PAR 85		

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT NO: STP00-0000-00(473)
 COUNTY: DOUGHERTY
 LAND LOT NO: 167 & 186
 LAND DISTRICT: 1
 GMD: 1057
 DATE: 8/31/17 SH 58 OF 63

DRAWING NO.
60-0058

BIGTRUCKBID, LLC SELLER AGREEMENT

This agreement between BIGTRUCKBID, LLC, having it's principal place of business at 4740 Blountstown Hwy, Tallahassee, Florida 32304, and

1) DESCRIPTION OF SERVICES. BIGTRUCKBID ,LLC is providing said entity with a means for sale of stated items to prospective purchasers, via it's internet site; AuctionTime.com. Although BIGTRUCKBID,LLC is providing the software, applications, and the marketing site to allow the client to list and sell stated items, BIGTRUCKBID,LLC is not a party to the sale and has no control of the listed information or the ability of the buyer and seller to complete the transaction.

2) RESPONSIBILITIES OF BIGTRUCKBID, LLC

- * Provide the client with access to the internet site, and assist the client in listing and providing information on the items being offered for sale.
- * Organize and list the information on the web site.
- * Facilitate outreach to potential purchasers of listed items.
- * Allow the client to place certain buyer restrictions or conditions on the items being sold.
- * Provide guidance to the client, and communicate offers to purchase with client's stated representative.

3) RESPONSIBILITIES OF THE CLIENT.

- * Client agrees to provide salient information about the items being listed according to the information sheets made available, and also provides appropriate photos of items.
- * Allowing BIGTRUCKBID,LLC to facilitate offers for purchase and sale without interference.
- * Client agrees not to engage in negotiations outside of the agreement with any purchasers of items, for any future transactions.
- * Client agrees to make specific personnel available for inspections, information purposes, and for final decisions on purchase prices.

4) FEES.

For it's services in providing the marketing program including: web site, worldwide marketing, specific target marketing, and negotiating the best price for the seller, BIGTRUCKBID,LLC will receive a fee for service derived from the following: a Buyer Premium fee of 5% will be added to the final bid price of the units sold, and a commission fee of 5% will be applied to the Seller's proceeds.

5) PAYMENT.

BIGTRUCKBID, LLC will immediately remit full payment to the Seller upon receipt of funds From the successful bidder.

6) TERMS OF LISTING AND SALE.

The agreement shall commence upon signing of the agreement by the Client, and shall remain in effect for the calendar year in which signed. The agreement will have an automatic one year renewal. Either party may terminate the agreement with written notice of thirty days prior to the termination. Any charges owed at that time shall remain payable. This is not an exclusive agreement for all of Client's transactions.

7) RIGHT TO SELL.

Client states it has the complete right to sell said items, and that items with any liens or encumbrances will have those items cleared prior to title transfer of items.

SELLER _____

BIGTRUCKBID, LLC _____

DATE _____

[illegible]