

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY

Tracking #

Contract #

Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Rec + Maint - Capital Projects Contact Name & Extension: Andrew Morton X 7091
Project Title and Brief Summary: Design services for Johnson Park Renovation Gymnasium, weight room and storage area

Term of Contract and/or Project: New Contract - Vendor Name: Wakefield Beasley & Associates Contact: Jenifer Franklin
Address/Phone #: 5200 Avalon Blvd. Alpharetta, GA 30009 770-209-9393 jfranklin@wbassociates.com
Contract: \$85,000.00 Funding Source and Account #: SPLOST/Johnson Park
Priority: NEXTBOCMTG/(30)/60/90 (Circle One) Comments/Justify NEXTBOCMTG:

Director/Elected Official Signature: [Signature] Date: 06/07/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 6/7/16 9:55am Date and Time Out: 6/7/16 12:01pm

ITB RFP Agreement/Contract Change Order No GSA/SWC
Approved Sole Source Other (specify):

Projected BOC Meeting Date:

Comments/Notes: RFP # 15-44

Procurement Officer Signature: [Signature]

FOR USE BY THE DIRECTOR OF FINANCE

Date and Time Received: 6-7-16 Date and Time Out: 6-13-16

Funding Source: SPLOST 2011 Budget Amount: \$85,000

Finance Director Signature: [Signature] Design services

FOR USE BY THE COUNTY ATTORNEY

Date and Time Received: 6/7/16 12:03pm

Returned to purchasing with comments Date and Time Out:

Comments:

Received from reroute (if applicable): Date and Time In:
Approved as to form and Returned to Purchasing Date and Time Out: 7/6/16

County Attorney Signature:

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 9/15/16; 2:16pm Date and Time Out:

Approved for Agenda Placement and Forwarded to County Clerk Agenda Date:

Comments/Notes:

Chief of Staff Signature: [Signature]

2016-312



Agenda Item Summary: Item

MEETING DATE:

Requesting Department
Recreation and Maintenance / Special Project Division

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Review and approve contract for Design services for Wakefield Beasley & Associates Architects, INC

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approve of Terms and conditions to approve the contract.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

Yes **No** **Customer Service**

Summary & Background *(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Approve Wakefield Beasley & Associates Architects, INC contract to provide design services for the Johnson Park Renovation to New Gymnasium, weight room and storage area. The New Gymnasium will support the needs of Rockdale County Parks and Recreation and growth of the county.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements)*

SPLOST – Johnson Park

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

RFPNo15-44

Source of Additional Information *(Type Name, Title, Department and Phone)*

Andrew C. Morton, III Capital Projects Manager (770)278-7091

| | | |
|-------------------------------------------------------------------------------------|------------------------------|--------------------------------|
| Department Head/Director's Approval | | Chief of Staff Approval |
| Typed Name and Title Jackie Lunsford, Director Recreation and Maintenance | Phone 770-278-7268 | |
| Signature | Date 6-7-16 | |

PROFESSIONAL ARCHITECTURAL DESIGN SERVICES AGREEMENT

This Professional Architectural Design Services Agreement (the "Agreement") entered into on this _____ day of _____, 2016, between WAKEFIELD BEASLEY & ASSOCIATES ARCHITECTS, INC., a Georgia corporation, whose address is 5200 Avalon Blvd., Alpharetta, Georgia 30009 (hereinafter "Consultant") and ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Consultant to provide design services for a new gymnasium and renovations of Johnson Park Facility; and

WHEREAS, Consultant is qualified to perform this service and desires to render design services to the County as provided herein.

NOW THEREFORE, the County engages the services of Consultant for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. SCOPE OF SERVICES. Consultant shall provide architectural design services to the County for a new gymnasium, weight room and storage area at the Johnson Park Facility, (hereinafter "Project"), and as described in the County's Request for Proposal dated December 2015, the reduced scope of services revised by the County dated May 11, 2016, and Consultant's Proposal dated May 16, 2016, (hereinafter "Proposal") attached hereto and made a part hereof, and hereinafter collectively referred to as the "Services", and as specified herein in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. Should there be any conflict between the terms of the Proposal and the terms of this Contract, the terms of this Contract shall be final and binding. Consultant shall provide, at their expense, fully qualified personnel necessary to complete the Project. This service shall be performed at the direction of the Director of Recreation and Maintenance or their designee and consistent with all Federal, State and Local laws.

The Consultant shall visit the Project site and become familiar with local conditions involved in carrying out this Agreement. The Consultant may request that a representative of the County be present during the site visit.

The Contract Documents, Requests for Proposal and Proposals are considered essential parts of this Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all design services necessary to complete the Project in an acceptable manner, ready for use by the County.

2. CONSULTANT'S RESPONSIBILITIES

2.1 In consideration of schedule and budget requirements, the Consultant shall prepare, for review and approval by the County, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, outlined in the Reduced Scope of Services, dated May 11, 2016.

2.2 The Consultant shall review with the County alternative approaches to design and construction of the Project as it relates to the Revised Scope of Services, dated May 11, 2016. The Consultant shall prepare As-Built Drawing necessary to the Project and evaluate the existing building system.

2.3 The Consultant shall provide the County with a preliminary estimate of construction cost based on the scope of services revised on May 11, 2016.

2.4 Upon approval of the Schematic Design Documents by the County, the Consultant shall prepare, for approval by the County, Design Development Documents, which shall consist of drawings and other documents to fix and fully describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.5 The Consultant shall provide the County with a revised Cost Estimate based upon the Design Development Documents, and the Consultant shall not move forward without the County's written approval.

2.6 The Consultant shall prepare Construction Documents, which shall consist of drawing and specifications pertinent to the installation of the proposed project and ready for contractor bidding.

2.7 The Consultant shall submit the Construction Documents to the Local Authority for permit review and shall incorporate all comments/requirements for permitting.

2.8 The Consultant shall provide Bidding and Architectural Construction Administration Services, per the Consultant's Proposal, dated May 16, 2016.

2.9 Site Engineering and Surveying is not included as a part of this Agreement.

3. USE OF CONSULTANT'S DRAWINGS

The Drawings, Specifications and other documents prepared by the Consultant for the Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The County shall be permitted to retain copies, including reproducible copies, of the Consultant's Drawings, Specifications and other documents for information and reference in connection with the County's use and occupancy of the Project.

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 Consultant's reserved rights.

4. PAYMENT. The County shall pay to Consultant the lump sum fee of Eighty-Five Thousand (\$85,000.00) Dollars for the Work provided under this Agreement. No expenses shall be reimbursed.

Consultant's Bid shall constitute the not to exceed project budget for Services as outlined in this Agreement and County shall pay Consultant the lump sum total as set forth in the Proposal. Consultant shall submit monthly invoices to County in a format acceptable by the County. The County shall endeavor to make payment to Consultant within thirty (30) days from receipt of invoice.

Should the County decide, during the Construction Document Phase, to change the budget or scope of the Project by more than 30%, all changes required by the Design Team shall be considered Additional Services and a Fee Proposal shall be approved by the County prior to and work being performed.

5. PERFORMANCE OF SERVICES. The manner in which the services are to be performed, and the specific hours to be worked by Consultant shall be determined by Consultant. The County will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement for the fee provided in Section 2 of this Agreement.

6. TERM/TERMINATION. This Agreement shall become effective upon approval by the County and shall continue for a period of 12 months, unless terminated in writing by either party as set forth in this section.

If the Project is suspended by the County for more than 45 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. This Agreement may be terminated by the County upon not less than 7 days' written notice to Consultant in the event that the Project is permanently abandoned. If the Project is abandoned by the County for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice.

Either party, upon giving 30 days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this Agreement.

Upon such termination, Consultant shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, Consultant shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (20) days of receipt thereof.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to the County and not an employee of the County.

8. INDEMNIFICATION. Consultant agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Consultant, or as a result of defective services under this Agreement.

9. ASSIGNMENT. The Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the County:

Rockdale County Board of Commissioners
Attn: Department of Finance
P. O. Box 289
Conyers, Georgia 30012

IF for Consultant:

Wakefield Beasley & Associates Architects, Inc.
Attn: Doug Shaw
5200 Avalon Boulevard
Alpharetta, Georgia 30009

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia.

15. CORPORATE AUTHORITY. Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

16. INTERPRETATION. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one

party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

17. VENUE & JURISDICTION. The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

18. BINDING EFFECT. This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

19. FURTHER ASSURANCES. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

20. ENTIRE AGREEMENT. This Agreement, its attachments and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, The County and Consultant have executed this Agreement by their duly authorized representatives on the date and year first above written.

Rockdale County, Georgia
Board of Commissioners

Wakefield Beasley & Associates, Inc.

By: _____
Richard A. Oden, Chairman

By:  _____
Name: JOHN B. BEASLEY
Title: PRESIDENT

Contract # 2016 - _____

Attest:

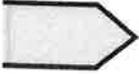
Witness:

By: _____
Jennifer Rutledge, County Clerk

By: _____

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney



Johnson Park Renovation

Location: 1781 Ebenezer Rd Conyers GA

Date: 5/11/2016

Description: The Rockdale County Parks and Recreation Department is seeking a vendor to Design a new Gymnasium, weight room and storage area. The New Gymnasium will support the needs of Rockdale County Parks and Recreation and growth of the county.

Building Specifications/Scope:

New Construction

- The building foot print will be approximately 110x130 Slab on grade Pre-engineered Metal building.
- Constructed with steel frame metal panels and metal roof.
- Pre-engineered metal building will be properly insulated
- Metal Roof color Standing Seam roof system and metal panels will be TB by owner.
- The gym will be a full court with 2 main goals and 4 goals on the side that are motorized.
- The court will be wood floor with correct striping for the basketball court
- The gym will have one long side with bleachers, 3 stair bleachers that are ADA compliance
- Note: Design for a future large hanging motorized partition between the 2 main goals
- New gym will need ventilation and 3 exhaust fans
- Digital score board
- Storage unit will be to the back left of the gym 18 X24
- Note: The gym will have 3 sets of windows on north wall standard size 3 x 3 double pane windows.

- There will be a breeze way between the existing and new Gym with see through plexiglass.
- Controlled climate with HVAC and electrical power source.
- The new weight room will be on inside of the new gym in the front side of the building with a foot print of 30x35 with a door access
- Adding cameras everywhere 2 pool area, 2 for each gym total 4, 1 in weight room and 1 for the front counter, 2 in parking lot

Budget:

- Funding source – SPLOST
- Budget – \$1,100,000.00
- Operation cost – Electrical Yearly- \$71,000.00
- Building cost estimate - \$900,000.00 - \$1,100,000.00
- Clearing & Grading estimate – The Gym area is done already
- Gravel & Site work estimate – None

PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

| | | |
|----|-------------------------------|---------------------|
| 1. | Lump Sum <i>Reduced Scope</i> | \$ <i>85,000.00</i> |
| 2. | | \$ |
| 3. | | \$ |
| 4. | | \$ |
| 5. | | \$ |
| 6. | | \$ |

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

| Addenda | Date Vendor Received | Initials |
|---------|----------------------|----------|
| "1" | <i>12.28.15</i> | |
| "2" | <i>1.5.16</i> | |
| "3" | <i>1.7.16</i> | |
| "4" | | |
| "5" | | |
| "6" | | |

PART III: Vendor Information:

| | |
|-----------------------------|------------------------------------------------|
| Company Name | <i>Wetfield Beasley & Associates, Inc.</i> |
| Address | <i>5200 Avaton Blvd. Alpharetta, GA. 30009</i> |
| Telephone | <i>770.209.9393</i> |
| E-Mail | <i>dshaw@wbassociates.com</i> |
| Representative (print name) | <i>Doug Schaw</i> |
| Signature of Representative | <i>[Handwritten Signature]</i> |
| Date Submitted | <i>5.16.2016</i> |