



City of Hogansville  
**City Council**  
Work Session Meeting Agenda

**Monday, February 19, 2024 – 5:30 pm**

**Meeting will be held at Hogansville City Hall**

Mayor: <b>Jake Ayers</b>	2025	City Manager: <b>Lisa E. Kelly</b>
Council Post 1: <b>Michael Taylor, Jr *</b>	2025	Assistant City Manager: <b>Niles Ford</b>
Council Post 2: <b>Matthew Morgan</b>	2025	City Attorney: <b>Alex Dixon</b>
Council Post 3: <b>Mandy Neese</b>	2027	Chief of Police: <b>Jeffrey Sheppard</b>
Council Post 4: <b>Mark Ayers</b>	2027	City Clerk: <b>LeAnn Lehigh</b>
Council Post 5: <b>Kandis Strickland</b>	2027	* Mayor Pro-Tem

**WORK SESSION – 5:30 pm**

**ORDER OF BUSINESS**

1. Royal Theater Change Orders
  - (a) Balcony Restrooms
  - (b) Water Mitigation
2. Lake Jimmy Jackson – LCWF Grant
3. AMR – Local Housing Location
4. Town Hall Meeting Scheduling



**AIA**<sup>®</sup>

# Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
The Royal Theater  
400 East Main Street  
Hogansville, GA 30230

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: May 15, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003  
Date: 01/26/2024

**OWNER:** *(Name and address)*  
City of Hogansville  
  
111 High Street  
Hogansville, GA 30230

**ARCHITECT:** *(Name and address)*  
Dunwoody/Beeland Architects, Inc.  
  
300 Mulberry Street  
Macon, GA 31201

**CONTRACTOR:** *(Name and address)*  
Principle Construction West Georgia, LLC  
  
51 New Hutchinson Mill Road  
LaGrange, GA 30240

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Per Architect's response to RFI #27, attached pricing for Option #3.

Note: the 3.75" x 6" "flat top" cove base is not available in color Black Bright as requested for Option #3. However, 4.25" x 6" "round top" cove is available in Black Bright, which is what is priced here.

Note: demo pricing only includes removal of existing plywood and existing ceramic tile and mud bed on walls, and removal of existing ceramic tile and mud bed floors. No pricing has been included for any repairs to existing wall framing or existing subfloor of floor framing. If such work is needed, the Owner and Architect will be notified and additional pricing will be submitted as requested.

The original Contract Sum was	\$ 2,240,000.00
The net change by previously authorized Change Orders	\$ 185,804.00
The Contract Sum prior to this Change Order was	\$ 2,425,804.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,643.00
The new Contract Sum including this Change Order will be	\$ 2,439,447.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be 7/28/2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Dunwoody/Beeland Architects, Inc.  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Principle Construction West Georgia, LLC  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

City of Hogansville  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

Jeff Lewis, Sr. Project Manager  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

2/13/24  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



# Change Order Request

<b>Project:</b>	<u>The Royal Theater</u> <u>400 East Main Street</u>	<b>COR#:</b>	<u>5.3</u>
<b>To:</b>	<u>City of Hogansville</u> <u>111 High Street</u> <u>Hogansville, GA 30230</u>	<b>Date:</b>	<u>1/26/2024</u>
<b>Re:</b>	<u>Balcony Bathrooms-Option #3</u>		

**Description of Change:**

Per Architect's response to RFI #27, attached pricing for Option #3.

Note: the 3.75"x6" "flat top" cove base is not available in color Black Bright as requested for Option #3. However, 4.25"x6" "round top" cove is available in Black Bright, which is what is priced here.

Note: demo pricing only includes removal of existing plywood and existing ceramic tile and mud bed on walls, and removal of existing ceramic tile and mud bed on floors. No pricing has been included for any repairs to existing wall framing or existing subfloor of floor framing. If such work is needed, the Owner and Architect will be notified and additional pricing will be submitted as requested.

<b>Total Cost</b>	<b>ADD</b>	<u>\$13,643</u>
<b>Change in Contract Time</b>		<u>0</u>

**Attachments:**     Pricing Breakdown     Other    \_\_\_\_\_

**Signed By:** \_\_\_\_\_ 1-26-24  
General Contractor Date

**Reviewed By:** \_\_\_\_\_ 2/7/2024  
Architect Date

**Approved By:** \_\_\_\_\_ 2/7/2024  
Owner Date

Please contact me with any questions that may arise concerning this change order request.



February 14, 2024

Ms. Lisa Kelly, City Manager  
City of Hogansville  
111 High St.  
Hogansville, GA 30230  
Office: 706-637-8629 x 101  
Cell: 706-333-3330  
Email: [lisa.kelly@cityofhogansville.org](mailto:lisa.kelly@cityofhogansville.org)

**RE: Building Exterior Consulting Services  
Leakage Evaluation Proposal – Revised Edition  
Royal Theatre  
301 East Main Street  
Hogansville, GA 30230  
(W&A-Proposal)**

Dear Ms. Kelly:

Williamson & Associates (W&A) is a professional consulting firm specializing in construction technology with a primary focus on building exterior waterproofing and durability. Over 30 years, Williamson & Associates has developed a reputation for practical, common-sense solutions to complex building exterior conditions. Our clients include Owners, Architects, and Contractors.

Our services are tailored to each client's needs. Our services in this instance involve performing a leakage evaluation of the building envelope. For this evaluation, W&A will require access to the building interior, exterior, and low sloped roofing.

This letter presents our proposal for building exterior consulting services. A description of each scope of service, support required, scheduling information, basis of compensation, and a request for authorization is included.

### **SCOPE OF SERVICES**

We propose to conduct the leakage evaluation of the building exterior associated with the reported water leakage occurring in the Projection Room based on the information provided by Dunwody/Beeland Architects, Inc. via e-mail on February 9, 2024. Our services will be performed in general accordance with guidelines set forth in ASTM E2128 Standard Guide for Evaluating Water Leakage of Building Walls.

- Perform a leakage evaluation of the building envelope through a combination of visual inspection survey, interview with local current Property Management knowledgeable in the construction and maintenance history of the building, and review of the original Architectural drawings and project submittals available. Our leakage evaluation will likely consist of 1-2 days onsite. For this evaluation, we will need access to the property, interior conditioned space affected by the current leakage, and the low slope roofing. Note this proposal excludes providing aerial access

equipment. If such equipment is needed, we request the Owner retain the support Contractor and equipment for this service without cost to W&A.

- We will perform a limited review of drawings found available of as-built construction for useful information. This could include original architectural drawings as well as shop drawing submittals.
- We will conduct diagnostic water testing at representative locations utilizing techniques and procedures of our choosing, to recreate the previously reported leakage. The purpose of this testing is to help us understand the causes of leakage and to allow us to provide appropriate recommendations for repairs.
- After our field evaluation work, we will prepare a written report presenting our observations and findings, with our recommendations for repairs that we deem appropriate in the best interest of the property for the Owner to consider. We will issue our report in electronic format as a "pdf" file, via email upload. We will field questions as may be needed following issuance of our report.
- At the conclusion of our evaluation and after issuing our report, we can also discuss our recommendations as may be requested via a Teams or other meeting format.

#### Additional Services "Not Proposed"

- As described above, it may be determined that exterior access is required to continue the evaluation. If this is necessary, a support Contractor will be required to provide labor support and aerial access without cost to W&A.
- After our field leakage evaluation work, we may recommend for further evaluation regarding watertightness and durability, if necessary, to evaluate concealed conditions related to visual distress and/or reported water leakage. If determined that further evaluations will be required, W&A will issue a proposal for "add services" that would include a follow-up return trip to perform a more extensive evaluation of specific areas identified. During this evaluation we would need to review concealed as-built conditions, which would likely require removal of stucco cladding, masonry, flashings, etc.
- For this evaluation, the Owner will need to retain a support Contractor to help us during this evaluation. The support Contractor would provide access and provide labor assistance that can remove and replace systems where we direct.
- After our field evaluation work, we will prepare a written report presenting our observations and findings, with our recommendations for repairs that we deem appropriate in the best interest of the property for Owner to consider. We will issue our report in electronic format as a "pdf" file, via email upload. We will field questions as may be needed following issuance of our report.

## **SUPPORT AND SCHEDULING**

We will need access to the property and areas affected by leakage. A water source will need to be provided at the property and in close proximity to the areas of the investigation.

If additional access equipment is required, to access the wall areas in question, equipment and support will need to be provided by Others without cost to W&A.

We can begin the proposed services within 1-3 weeks of receiving mutually agreeable written authorization to proceed. We estimate our initial site visit work will require 1-2 days on site. If additional time is required, an add fee proposal will be provided.

We estimate providing our written report within approximately 1-2 weeks after completing our field work.

## **COMPENSATION**

We recommend establishing a not-to-exceed budget of \$7,500 for the outlined services for time and expenses required for spending 1-2 days on site conducting field investigation activities, preparation of our written report, and participating in a meeting utilizing Teams of other meeting format to discuss the conclusions of our evaluation. Our consulting fee rates are \$210/hr. for General Manager time, \$200/hr. for Manager time, \$190/hr. for Senior Consultant time, \$175/hr. for Consultant II time, \$160/hr. for Consultant I time, and \$80/hr. for Clerical time. Reimbursable expenses are charged at direct cost and include such items as mileage or other travel expenses, outside vendor copying/printing, shipping, and other directly job-related expenses.

Invoices are issued monthly. Payment terms are net 30 days after receipt of invoice. Please note we do not accept "pay when paid" or "retainage" clauses for our services.

## **AUTHORIZATION**

We request authorization to confirm our scope and resulting fee for our services. For your convenience, you may authorize our services by executing the acceptance block at the end of this proposal, and then return a copy of the proposal to us. Please note the attached Terms and Conditions are part of this proposal, and any agreement formed between us for our services. Please notify us if we have proposed services other than what you require, so that we may modify our proposal to meet your needs.

We appreciate the opportunity to submit a proposal for our services. Please contact us with any questions you may have regarding this proposal or our services in general.

Regards,

Williamson & Associates, Inc.



Michael C. Allen  
Field Services Manager

**Accepted for: City of Hogansville**

**Accepted by:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Services:** The Consultant agrees to perform for Client the services listed. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.
2. **Performance:** Consultant represents to Client that the services to be delivered or rendered hereunder will be the kind and quality designated and will be performed by qualified personnel. Consultant shall perform its services, to the level of competency presently maintained by other practicing professional consultants in the same type of work in the same community, at the same site and under the same or similar conditions. Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
3. **Staff:** Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described and Consultant reserves the right to determine the method, manner and means by which the services will be performed.
4. **Payment for Services:** Client agrees to pay Consultant amounts agreed to upon receipt of proper invoices for Services.
5. **Confidential Information:** Each party to this Agreement shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill. Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client's business will be kept confidential by the Consultant. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.
6. **Insurance:** Consultant shall maintain: a) commercial general liability insurance in the amount of not less than \$1,000,000.00 for any one occurrence, b) worker's compensation insurance in amounts established by law, and c) professional liability insurance in the amount of not less than \$1,000,000.00.
7. **Indemnification:** Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.



8. **Dispute Resolution:** Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Georgia.
9. **Complete Agreement:** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.
10. **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party.
11. **Documents:** All documents prepared by Consultant are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein. Reuse or modification of any documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to defend, indemnify and hold Consultant harmless from all claims, damages and expenses, resulting from such reuse by Client or by others acting through Client.
12. **Construction Cost:** Any opinions or estimates of probable construction cost by Consultant are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
13. **Construction Phase Services:** When construction-phase services are included in the Agreement, Consultant will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Documents. Consultant is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.
14. **Termination:** This Agreement may be terminated by either party by giving written notice to the other. If the Agreement is terminated, the Consultant shall be paid for all work performed prior to the notice. If Client does not make timely payments, it is cause for suspension of services.

## END OF TERMS AND CONDITIONS