

Subject: Finance Committee / Oglethorpe Center

From: Mathew Hill - To: bishopvtwilliams@gmail.com, Felicia Harris, Kathy Mills, James Drumm - Cc: LaRon Bennett, Brian Corry, jgilbert@gilbertharrelllaw.com, Hillary S. Stringfellow - Date: October 5, 2018 at 9:16 AM, Attachments: image001.jpg 180815

Good Morning,

The Urban Redevelopment Agency had issued an RFP for a Construction Manager at Risk (CMAR) to be the contractor for the Oglethorpe Conference Center. As Chairman Bennett stated at the last commission meeting, there were four responses to the RFP, one of which the board determined "non-responsive". The remaining three made presentations to the URA board at their meeting on September 27th. After the presentations and discussion, the board voted to recommend Elkins Construction as the Construction Manager at Risk. I have attached a copy of the RFP and you should receive an e-mail from adobe document cloud that will take you to the Elkins response. Their response is too large to send via e-mail.

The Commission will need to approve the selection of Elkins and also approve the contract. The approved and signed contract will kick off the pre-construction phase which will take approximately 90 days. In order for the process to begin, Chairman Bennett would like to have the approval of Elkins and the contract on the October 17th commission meeting agenda. This will require that the Finance Committee meet sometime before the 17th to review the contract. I have asked for a draft contract and we should have that Monday (10/8). The contract will be sent to the City and URA attorneys as soon as it is received so they may begin their review .

Please provide me with two or three dates after October 9 that you would be able to attend a Finance Committee meeting. If you prefer, I can select dates / times and send out a survey.

Thank you,
Mathew

Mathew Hill
Executive Director
Brunswick Downtown Development Authority
PO Box 684
Brunswick, GA 31521
PH: 912-265-4032
FX: 912-265-8181
www.discoverbrunswick.com



Subject: Re: Finance Committee / Oglethorpe Center

From: Felicia Harris - To: Mathew Hill - Cc: Comm. Williams, Kathy Mills, James Drumm, LaRon Bennett, Brian Corry, jgilbert@gilbertharrelllaw.com, Hillary S. Stringfellow - Date: October 5, 2018 at 2:58 PM

Great Day,

I am unable to meet before the October 17th Commission meeting.

The Finance Committee is scheduled to meet at our regularly scheduled monthly meeting on 10/30/18 @ 4 pm.

Please provide Commissioner Williams and myself with hard copies of the Elkins information for review and consideration no later than 10/15/18.

Respectfully,

MPT

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Subject: Re: Finance Committee / Oglethorpe Center

From: Brian Corry - To: Mathew Hill, Felicia Harris, CORNELL HARVEY, Julie Martin, John Cason - Cc: Kathy Mills, James Drumm, Hillary S. Stringfellow, LaRon Bennett, jgilbert@gilbertharrelllaw.com, Comm. Williams - Date: October 8, 2018 at 10:48 AM,

Good Morning Everyone,

Based on MPT Harris' email, I think it would be best to follow procedure and have the contract pass through the Finance Committee on October 30, 2018. This will not only give legal more time to review the contract, but also make sure this contract follows the same procedure as required by all other contracts/financial requests.

Due to the complexity and importance of this project, and its use of SPLOST funds, I just want to make sure everything is done by the book. Thank you all!

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Subject: Re: Finance Committee / Oglethorpe Center

From: LaRon D. Bennett Sr. (Office Unit) - To: brian@corrylawllc.com - Cc: Mathew Hill, Felicia Harris Com., Cornell Harvey, Julie Martin, John Cason, Kathy D. Mills, Mr. James D. Drumm, Hillary S. Stringfellow, Jim Gilbert, Vincent T. William, Albert Verheyn -

Good Afternoon Brian,

I will no longer seek to expedite the acceptance of the Elkins CMAR agreement, but rather adhere to presently established procedures by bringing the item before the full Finance Committee on the 30th as you recommend. I will also seek to bring the item before the City Commission during its November 7th meeting. Doing so will add two (2) months to the process, and shift the start date of the construction of the conference center to as late as February of next year.

I would like your ideas, and to discuss with you a process that we may implement, to produce a more direct path to decision making as related to the conference center project, and shorten the length of time needed for decision making.

LaRon

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Subject: Re: Finance Committee / Oglethorpe Center

From: Brian Corry - To: LaRon D. Bennett Sr. (Office Unit) - Cc: Mathew Hill, John Cason, Cornell Harvey, Vincent T. William, Albert Verheyen, Hillary S. Stringfellow, Julie Martin, Jim Gilbert, Felicia Harris Com., Kathy D. Mills, Mr. James D. Drumm - Date: October

LaRon,

My recommendation was based off on Mayor Pro Tem Harris' comments and the procedures established by the City Commission to vet these types of decisions. This is a project that has been heavily scrutinized in the public eye and involves a significant amount of SPLOST funds. I see no reason to rush through this process, and I would prefer to follow the procedures established by the Commission and make sure all aspects of the project are considered prior to making any final decisions. This City Commission and this URA, have taken more action on this project than anyone in the past 15 years. I think it would be best to continue that momentum, but also make sure all due diligence is completed.

I would be happy to share my ideas in moving the process forward. Based on a review of the agreement and the attached cash flow projection it appears there is an estimate budget of \$5,835,000. The City should not execute an agreement that includes an obligation to pay a budget that far exceeds the SPLOST funds available. It is imperative that the Finance Committee be able to review this anticipated budget and make a recommendation to the full Commission on how much in additional funding is required to move the project forward. The Commission can then take this information under consideration on November 7th to discuss how to move forward. I believe the City Manager arranged for the financial advisor involved in helping the City obtain the necessary funding to build the center will be present on November 7th to help answer questions. Chairman Bennett should also be given time to explain this process and the complexities of selecting Elkins as the recommended CMAR. Once the City hears these financial options there can be a decision on how to move forward obtaining those funds, but even then, the City should not sign an agreement until the funds are secured and available.

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Subject: Request For Meeting

From: LaRon D. Bennett Sr. (Office Unit) - To: brian@corrylawllc.com - Cc: - Date: October 31, 2018 at 9:12 AM

close

Good morning Brian,

I can meet today almost anytime after 10:30 am. How does your schedule look for a meeting today.

LaRon

From The Desk Of
Dr. LaRon D. Bennett Sr., D.D.
Urban Redevelopment Agency
ldbennett@comcast.net
912-399-1339

Subject: Re: Request For Meeting

From: Brian Corry - To: LaRon D. Bennett Sr. (Office Unit) - Cc: - Date: October 31, 2018 at 10:29 AM, Attachments:
part1.02080506.01030606@corrylawllc

Would 11:00am work?

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Subject: Re: Request For Meeting

From: LaRon D. Bennett Sr. (Office Unit) - To: brian@corrylawllc.com - Cc: - Date: October 31, 2018 at 10:48 AM

Your E-mail just came through. I will be their at 11:15.

LaRon

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Subject: Re: Request For Meeting

From: Brian Corry - To: LaRon D. Bennett Sr. (Office Unit) - Cc: - Date: October 31, 2018 at 10:56 AM

Ok. Please note my new office in is the Wick, suite 211. Thanks!

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Subject: FYI

From: LaRon D. Bennett Sr. (Office Unit) - To: brian@corrylawllc.com - Cc: Jim Gilbert, Hillary S. Stringfellow - Date: October 31, 2018 at 2:07 PM, Attachments: URA Request for funding.pdf M. R. Park_City BWK. Drafting Service Agreement (Revised).pdf

Hi Brian,

Attached are the agreements being proposed to enter into with the city, in an effort to facilitate the completion of their projects. I sent these to Mr. Gilbert, and he is scheduled to discuss them with you after his review. He has been tied up with some issues however and may not have been able to do so.

Here are a few thoughts, and something thing to look into: 1. The benefit clause in URA By-Law refer to "net earning", not Gross. Therefore the concern may be unfounded because what we are talking about is an expense, and if the City elects to do so, it would be city funds, not URA funds. 2. O.C.G.A.-36-61-18 at least elude to the possibility that we can do what I am proposing. 3. In addition to what I mention earlier, I see nothing that states that the city can't facilitate what is being asked.

All of this is a part of the projects cost. The URA can be compensated for its services. The URA should not me expected to administer the projects given, and fulfill its obligations solely through volunteer efforts.

In closing, I believe that the URA can employ me, its chairman, to be its interim director and project manager, and compensate me for doing so. In addition, the City can enter into an agreement with me to design the structures at Mary Ross, and or be their managing consultant for the conference center.

I will wait to see what you, Mr. Gilbert, and Hillery, comes up with.

LaRon

cc: J. Gilbert
H. Stringfellow

From The Desk Of
Dr. LaRon D. Bennett Sr., D.D.
Urban Redevelopment Agency
ldbennett@comcast.net
912-399-1339

Drafting Service Agreement

October 22, 2018

Ref.: Drafting & Design Services	Submitted To: James Drumm, City Manager
<u>Owner' Info:</u> City Of Brunswick Attn. James D. Drumm 601 Gloucester Street Brunswick, Ga. 31520 Phone: 912-265-4610	<u>Project Location:</u> Mary Ross Waterfront Park Brunswick, Georgia 31520

Project Description: Drafting and design services for a park renovation.

General:

SideView Concepts/BBFCS, Inc, submits this proposal for Design and Drafting services for the purpose of providing construction drawings for the renovation of the Mary Ross Waterfront Park, in Brunswick, Ga., and shall include the following:

Locating Splash Pad, Play Area and Other Basic (New) Features on the Site • Restroom Plan • Equipment Room Plan (at the optional entrance structure) • Other Drawings as Determined by SideView Concepts.

Drawings will include as needed: Front Elevation • Right Side Elevation
Left Side Elevation • Rear Elevation • Wall Section • Electrical
Schematic • Site Layout (Based on the owner's survey plat).

Note: At the sole discretion of SideView Concepts / BBFCS, Inc., Additional Drawings, and Notes may be provided only as deemed necessary to comply with all applicable codes, and within the terms of this agreement.

Architectural fees are included. However, though not expected, Surveying, Engineering, and other professional fees are not included under this agreement. If required, the owner shall pay for any such serviced directly, or as facilitated by SideView Concepts / BBFCS, Inc.

Cost: The cost of the above-named services shall be twelve thousand, eight hundred (\$12,800.00) Dollars and No Cents. With cost to be paid as outlined below:

Payments:

- 1). Fifty percent (50%), six thousand four hundred (\$6,400.00) dollars shall be paid before any work begin.
- 2). Fifty percent (50%), six thousand four hundred (\$6,400.00) dollars shall be paid upon completion of the drawings.

Note: This cost does include architectural fees.

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General II:

Please Note: The balance must be paid upon completion of the drawings. The owner will be provided one electronic copy of the final drawings. Printed copies of the drawings shall be provided at the owner's expense, at a cost of: Full size printed copies will be provided at a cost of \$20.00 for the first sheet and \$5.00 for additional sheets. Please understand that owner may make full size copies personally, at the owner's expense, at a local printer at a possibly lower price. The original drawings are the sole property of SideView Concepts and shall be returned (if placed in the owner's care) within 7 days after the release of the original drawings into the care of the owner.

Up to three preliminary layouts will be provided for the owner's review before proceeding with the final drawings; the owner, during the preliminary phase, may make any reasonable change to the drawings that may be desired.

Please Note: All payments are final and not refundable.

Changes requested after the approval of the preliminary layouts are completed, or after final drawings are completed may require an additional charge.

Every effort will be made to complete this project at the earliest possible time (approx. 4 months). However, there is no guarantee, implied or otherwise as to a date of completion.

Acceptance Of Agreement_ The above fees, conditions and terms are understood and are hereby accepted as set forth. SideView Concepts/BBFCS, Inc., and its representatives are authorized to execute the terms of the agreement as outlined above. Payment will be made as outlined above.

<u>LaRon D. Bennett Sr.</u>	_____	_____
SideView Concepts Rep. <i>(Please type or Print)</i>	Signature	Date

_____	_____	_____
Owner/ Authorized Rep. <i>(Please type or Print)</i>	Signature	Date

_____	_____	_____
Owner/ Authorized Rep. <i>(Please type or Print)</i>	Signature	Date

LaRon D. Bennett, Sr., D.D., Chair.
Al Verheyen, Vice-Chair.
Martha Johnson, Commissioner
Michael Butcher, Commissioner
Haresh Patel, Commissioner
Laura McKinley, Commissioner



Mathew Hill, Secretary
Jim Gilbert, Attorney

10/26/2018

Mayor Cornell Harvey
Brunswick City Commission
601 Gloucester Street
Brunswick, Georgia 31520

Dear Mr. Harvey, and Members of The Brunswick City Commission:

As chairman of the Urban Redevelopment Agency (URA), I am requesting funding to execute our responsibility and charge from you to function as the City of Brunswick's master builder.

As you know, and as outlined in the City of Brunswick's Urban Redevelopment Plan, the Urban Redevelopment Agency (URA) has been designated to serve as the City's master developer. Two of the projects the URA has been charged to compete are the Oglethorpe center, and the Mary Ross park renovation. We are entering into the construction phase of both projects, requiring direct involvement and supervision of the URA to fulfill its responsibilities, and to facilitate the swift, and successful completion of those projects. To that end, the projects will require a manager in addition to the CMAR, to coordinate between the contractor (CMAR), and architect, as well as oversee the interest of the City of Brunswick, and URA.

Oglethorpe Conference Center Construction

The construction drawings for the conference center are in excess of 75% complete. The plan at this stage is to employ the services of both a Construction Manager At Risk (CMAR), who will work with the architect to assist with value engineering, develop a not to exceed project budget, and serve as prime contractor for the project. The URA has selected Elkins Construction Co., to be the CMAR for the Oglethorpe Conference Center. The URA will function as the project's Managing Consultant, a position necessary to work with the architect and CMAR

Urban Redevelopment Agency

to oversee the interest of the City and URA, and to ensure the swift, successful completion of this project. The managing Consultant should be engaged at the time the CMAR is engaged. The two positions must work together.

Mary Ross Renovation

In addition, the URA has selected Great Southern Recreation to provide and install the Splash Pad and playground equipment as part of the Mary Ross park improvements. The URA will function as that project's Managing Consultant also.

Funding

The URA is requesting funding in the amount of one hundred seventy thousand (\$170,000.00) to manage the completion of the conference center project. This funding is included within the already established budget for the conference center. With the funding, the URA will not only oversee the construction of the conference center, but will facilitate the Mary Ross park renovation and fund the agency for one year.

In addition to the requested funding, we are also requesting that the City provide office space and equipment. Such is necessary to facilitate the conference center and Mary Ross projects, but will also serve as offices for the URA.

As chairman, I have determined that this course is the best course considering the charge of the URA, its projects, and the interest of the City of Brunswick.

LaRon D. Bennett, Sr., D.D., Chairman
Brunswick Urban Redevelopment Agency

City Of Brunswick

And

The Brunswick Urban Redevelopment Agency

Agreement

For

Management Consulting and Oversight Of

Oglethorpe Conference Center

To Include

Coordination Of The

Mary Ross Park Renovation

October 26, 2018

LaRon D. Bennett, Sr., D.D., Chair.
Al Verheyne, Vice-Chair.
Martha Johnson, Commissioner
Michael Butcher, Commissioner
Haresh Patel, Commissioner
Laura McKinley, Commissioner



Mathew Hill, Secretary
Jim Gilbert, Attorney

Agreement Between The City Of Brunswick, Georgia, and Brunswick Urban Redevelopment Agency (URA)

This agreement by and between the City of Brunswick, herein after referred to as the “City” and the Brunswick Urban Redevelopment Agency, herein after referred to as the URA; is to provide necessary Consulting and Oversight of Oglethorpe Conference Center, and the Mary Ross renovation projects.

Included in a funding proposal will be the following services:

1. Project Managing Consultant

1.1 The URA will serve as the project managing consultant. The URA will serve as the City’s seat at the table, to facilitate the swift, accurate completion and delivery of the Oglethorpe Conference Center project to the Brunswick City Commission, and the Citizens of Brunswick, in accordance with plans a specification.

The URA will assist as necessary in facilitating day-to-day aspects of from pre-construction to completion. We will also coordinate as necessary with City staff, to ensure they are fully apprised of the progress and other aspects of the project.

a. The URA will review and oversee Quality Assurance (QA) and Quality Control (QC) of the project (s). QA identifies the project standards, QC ensures that those standards are followed. This process brings an additional set of eyes during conception and formulation, and to review completed work. This process will begin during the pre-construction phase of the project to review preliminary and final designs, construction approaches and activities. It also includes reviews of budgets and schedules proposed by CMAR. The QA/QC will extend to virtually every aspect of the project, including communications, reporting protocols, oversight of construction, close-out, etc.

Urban Redevelopment Agency

1.2 Perform project oversight on behalf of the City of Brunswick and URA. Serve as liaison between the City of Brunswick, URA, CMAR, and Architect.

1.3 Collaborate, and coordinate as needed, with the CMAR, architect, and design team during the pre-construction phase and throughout the course of the project, representing the URA and City's interest.

1.4 Provide First Hand accounts of key project activities and decisions.

1.5 Make on site decisions on behalf of the City of Brunswick and URA.

1.6 Review and approve project expenses.

1.7 Provide Project updates and reports to The City Commission. City's Finance Committee, and URA Board of directors.

1.8 Ensure the maximum utilization of local, minority and disadvantage vendors, subcontractors and laborers.

1.9 Facilitate owner selections, including selection of fixtures, equipment, etc.

Mary Ross Park Renovation

2.1 In addition to executing and performing items including in section one (1), relating to the Oglethorpe Conference Center, the URA will (as applicable), incorporate the items outlined in section one, to complete of the Mary Ross park renovations at no additional cost. Doing so will include (as applicable), the item in section one (1), and the items listed below.

2.2 Ordering of materials and labor as needed for the project.

2.3 Coordination and scheduling for all aspects of the project.

2.4 Selection of vendors and contractor.

2.5 Assure QA/QC for aspects of the project.

A. Scope Of Services:

a.1 Authorized Representative – The URA through its Chairman shall serve as the City's authorized representative, authorized to act on the City's behalf, and to render decisions on the City's behalf, as related to the project.

a.2 The URA shall perform on behalf of the City the scope of work outlined in this agreement.

a.3 Preconstruction Phase – Work (as needed) with the CMAR during preliminary evaluation of the program, schedule and construction budget.

a.4 Preconstruction Phase – Work (as needed) with the CMAR and discuss matters such as procedures, progress, coordination, and scheduling of the Work.

a.5 Preconstruction Phase – Work (as needed) with the CMAR to update the project schedule, approval changes to the schedule, pricing, etc.

a.6 Construction Phase – Work (as needed) with the CMAR review recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction.

a.7 Preliminary Cost Estimates – Work (as needed) with the CMAR and architect to review preliminary Cost estimates of Work, alternative materials and systems. Provide alternatives is appropriate.

a.8 Subcontractor and Suppliers – Work (as needed) with the CMAR and architect to review bidders interested in the project, and assist with the coordinate\ion of a contractor/ supplier open house.

a.9 Preliminary Cost Estimates – Work (as needed) with the CMAR and architect to review his CMAR's Guaranteed Maximum Price proposal guaranteeing the estimate of the Cost of the project.

a.10 Owner's Responsibilities – Assist the City in fulfilling its responsibilities, related to the Oglethorpe Conference Center project.

a.11 Owner's Responsibilities – Assist the City in fulfilling its responsibilities of providing information with reasonable promptness, including a written outline which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

a.12 Owner's Responsibilities – Assist the City in providing financial assurances to the CMAR as to ability to fund the project.

a.13 Owner's Responsibilities – Keep the City apprised of its funding requirements as related to the project.

a.14 Owner's Responsibilities – Communicate as needed the City's budget for the project to the CMAR and architect.

a.15 Owner's Responsibilities – Facilitate as needed the City's Payments to the CMAR.

a.16 General– Review and verify project pay requests.

a.17 General – Review documentations and as needed make recommendations to the owner.

a.18 General – Assist as needed to facilitate the swift completion of the project.

B. Terms Of Agreement:

b.1 Term: This agreement shall continue, from the initiation of the work, until the completion of conference center and Mary Ross projects, or for a period of thirteen months, whichever is first reached.

b.2 Term Extension: This agreement may be extended as needed on a month to month basis, at a rate equal to 1/13th the amount of this agreement, to be paid monthly as set forth in this agreement.

C. Payment Terms And Conditions:

c.1 Compensation For Services. Under this agreement, the City shall provide agreeable office space and equipment, and pay the URA the sum of one hundred seventy thousand (\$170,000.000) dollars to serve as the City's managing consult/ owner representative for the Oglethorpe Conference Center project. It is also understood that the URA shall also complete the Mary Ross project at no additional cost.

c.2 Allocation Of Funds. The total sum to be paid to the URA for its services under the terms of this agreement shall be one hundred seventy thousand (\$170,000.000) dollars, and shall be allocated as follows:

c.2.1 The sum of one hundred twenty thousand (\$120,000.00) dollars shall be paid for managing consultant services and for service as owner representative. Both services shall be performed by URA board chairman, LaRon D. Bennett, Sr. Chairman Bennett's services shall also include oversight and coordination of the Mary Ross project.

c.2.2 The sum of fifty thousand (\$50,000.00) dollars shall be paid for one URA support staff, as well as URA/ project supportive supplies.

c.2.3 The office space shall be large enough to accommodate not less than one senior executive, one support staff, and access to a reasonable size conference room with an area to display a large set of construction drawings.

c.3 Request for payments. Payments shall be presented by the end of each month. Payments shall be made not later than the 10th of each month.

c.4 Travel Compensation. All local travel is included under this agreement. Travel out of town required to execute the terms of this agreement shall be invoice at a rate of 54.5 cents per mile, and shall be added to monthly pay requests as set forth under this agreement.

D. Standard Terms And Conditions:

d.1 Modification And Amendments. This agreement may be modified by written amendment executed and approved by all parties, and in accordance with applicable State laws and regulations.

d.2 Termination For Convenience. The City may terminate this agreement by giving the URA a one hundred twenty (120) days written notice, before the effective termination date. In such event, the URA shall be entitled to receive equitable compensation for services completed as of the termination date.

d.3 Compensation For Cause: If the URA fails to fulfill its obligations under this agreement, the City shall have the right to immediately terminate this agreement.

d.4 Liability Insurance: The URA is an agency of the City of Brunswick. Liability coverage shall be as set forth in the City/ URA existing agreement.

E. Special Terms And Conditions:

e.1 Owner Representative. Under this agreement, the URA shall serve as the city's representative for projects under this agreement. It is also understood that URA Chairman: LaRon D. Bennett Sr., shall perform the role of Managing Consultant for the project, and shall be paid for such services under the terms of this agreement. Should Mr. Bennett be unable to fulfill this appointed role, the URA board shall employ a suitable substitute to fulfill the role of Managing Consultant, who shall be able to fully execute the terms of this agreement.

This agreement is accepted by these parties to this agreement:

For Urban Redevelopment Agency

LaRon D. Bennett, Sr., D.D., Chairman
Printed Name

Signature

Date

City Of Brunswick

Printed Name And Title

Signature

Date