



FEE AGREEMENT

PROPOSAL #: 2025-173A

DATE: 2/12/2026

To: Steven Behrend, PE
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

SENT BY: PHONE 706-312-5057
 FAX
 EMAIL sbehrend@augustaga.gov

RE: Fort Gordon Cyber Park Campus Utilities

BY: TREVOR WIMBERLY, P.E.

TIME FRAME: 90 Days (Design Phase) from Notice to Proceed

FEE ARRANGEMENT:

Task A: Utility Coordination, Design & Bid Docs	Estimate	\$ 96,500
Task B: Bid Phase	Estimate	\$ 15,500
Task C: Construction Phase	Estimate	\$ 20,500
Task D: Project Close-Out (As-builts)	Estimate	\$ 6,500
Sub-Total Order A through D	Lump Sum	\$139,000
Additional Services		\$ 35,000
Total Lump Sum PO Amount		\$174,000

LOCATION: Fort Gordon, GA

SCOPE OF SERVICES:

- I. General: The purpose of the services provided by JLA under this contract is to provide engineering design support for the extension of a sanitary sewer (approximately 2,200 LF), water main (fire and potable) connector and looping (approximately 5,000 LF), and irrigation (non-potable) supply main (1 approximately 2,000 LF) from existing and proposed AUD utilities serving the Cyber Park Campus (Cyber Park Site Plan Out Brief) at its perimeter. The design shall coordinate with and serve phased construction (demolition, restoration, modernization and new) while maintaining service to existing facilities.
- II. Existing Conditions:
 - A. Survey: AUD will provide JLA an as-built survey, including underground utility location work for the Cyber Park Campus project. Supplemental survey work, if needed, for utility connections outside of the provided as-built survey will be billed as a part of Additional Services.
 - B. Geotechnical Information: AUD will provide JLA geotechnical information available (new or existing) by Fort Gordon for the Cyber Park project for this work.
- III. Utility Design (Task A):
 - A. Utility Corridors: The design effort will include development of utility corridors within the Cyber Park for AUD utilities and, where possible, other utilities (power, gas, communications, and heating and chilled water, etc.). JLA will develop standard cross-sections specifying individual utility locations within the corridor, spacing between utilities and depth of utilities.
 - B. Campus Sewer Extension:
 - 1. JLA will coordinate with AUD with respect to the horizontal and vertical location of the existing sanitary sewer at its terminus along 15th Street. The campus sewer extension will be installed at the depth to serve the proposed facilities by gravity east of 15th Street

and south of 103rd Avenue and be coordinated to clear other existing and proposed utilities serving the campus.

2. Sewer Capacity: The campus sewer extension will be designed to serve proposed Cyber Park facilities. No existing facilities are anticipated to be connected to the new campus sewer extension.
 3. Sewer Routing (approximately 2,200 LF): JLA will coordinate the horizontal routing of the campus sewer extension with the approved Cyber Park Campus Site Plan to optimize construction and serve the proposed facilities. The routing will anticipate future building lateral connection points and accommodate future building expansions based on the best available information.
 4. Demolition: The plans will incorporate a phased demolition plan of existing sanitary sewer east of 15th Street specific to the Cyber Park Campus through completion of the final facility construction.
- C. Cyber Park Water Extension (potable and fire, approximately 5,000 LF): Note: AUD will make available to JLA all available design and/or as-built drawings related to existing and proposed (12th St., 15th St., 103rd Ave. and 107th Ave.) water lines in the project area. A fire water/potable water loop will be provided for new buildings to provide two points of supply and as needed to accomplish a maximum fire hose lay of 350 feet from fire hydrant to any point on the building.
- D. Irrigation (non-potable) Supply Main (ISM) (Approximately 2,000 LF): Extend existing irrigation supply main to serve common areas around the Cyber Park, following the routing for CCSE and CCWC, where possible. The ISM will terminate with zone valves for each area. Individual zone design (spray head layout and design) serving the park's landscaped areas is not included in this SOW. The ISM will be designed to provide a central control system Base Manager II with PC, server, software, and access to the internet.
- E. NPDES Permitting: JLA will prepare NPDES related documents and assist AUD in application for a NPDES permit.
- F. Meetings: Attend coordination meetings with AUD, DPW, Cyber Park project A/E and private utility companies, to coordinate location and develop utility corridor concept where possible. JLA recommends that AUD take an active role in coordinating utility locations and possible common corridors which we believe would be to their benefit.
- IV. Bid Documents (Task A) JLA will provide drawings and specifications, including the following front-end specifications in digital format for AUD/Procurement:
- A. Invitation to Bid
 - B. Instruction to Bidders
 - C. Bid Form (Exhibit to Standard Form of Agreement)
 - D. Agreement
 - E. Notice of Award
 - F. Notice to Proceed
 - G. Change Order
 - H. Bid Bonds
 - I. Performance and Payment Bonds
 - J. General Conditions
 - K. Supplementary Conditions
 - L. Special Conditions

- M. Application for Payment
 - N. Certificate of Substantial Completion
- V. Bid Phase Services (Task B)
- A. Attend Pre-Bid Meeting.
 - B. Issue Addendum (if required).
 - C. Complete Certified Bid Tab.
 - D. Provide Letter of Recommendation
- VI. Construction Phase Services (Task C)
- A. Attend Pre-construction meeting
 - B. Review Submittals
 - C. Attend monthly contractor meetings
 - D. Respond to RFI's and field conflicts
 - E. Perform key inspections
 - F. Review pay requests
 - G. Participate in semi-final, final inspections and project acceptance.
- VII. Project Close-Out Issue (Task D) As-built drawings based on survey provided by Contractor.
- VIII. Additional Services: An allowance is proposed to address additional services that may be required for a project of this complexity. Additional service items will be identified by task number, description and, if pertinent, construction cost. JLA will submit a description of each additional service item with task number and fee amount. Work will proceed for each additional task upon approval by AUD.

The above proposed work will be performed in accordance with AUD's contract general terms and conditions relevant to this SOW.

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activates of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta Utilities Department:**

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)
