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Augusta

Administrator's Office

Takiyah A. Douse Interim Administrator

June 30, 2022

MEMO TO FILE

At the regular meeting held Thursday, June 30, 2022 the Augusta, Georgia Commission took action on the following items:

- 14. Approved a request for allocation of funds of \$300,000, from the ARPA, to the Augusta Boxing Club.
- Approved the Quick Strike Pilot Program by allocating \$100,000,000 for Right of Way;
 \$500,000 to ACE for an additional two years; \$500,000 for Riverwalk and \$500,000 for illegal dumping initiative.
- 18. Deleted Discuss/approve the readjustment of priority of SPLOST VIII Downtown Camera Project. (Requested by Richmond County Sheriff's Office)

GL 230-06-1495-5412110 Site Improvement JL ARPOIS-5412110

In Service,

Takiyah A. Douse Interim Administrator



ARCHITECTS . ENGINEERS . LANDSCAPE ARCHITECTS

SCOPE OF WORK AND FEE AGREEMENT

PROPOSAL #: 167

Maria Rivera-Rivera To: Augusta-Richmond County SENT BY:

DATE:

PHONE FAX

6/17/24



EMAIL MRivera-Rivera@augustaga.gov

- RE: Augusta River Walk Electrical Improvements
- BY: Howard Wayt, P.E. Rett Harbeson, PLA

FEE ARRANGEMENT: Assessment & Report - \$17,500 Design - \$45,000 Bid Phase Services - \$7.000 Construction Phase Services - \$10,000 Reimbursable Allowance - \$5,000 TOTAL: \$84,500

LOCATION: Augusta, GA SCOPE OF SERVICES:

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for electrical engineering services to Augusta-Richmond County for an evaluation and redesign of the electrical distribution systems for the Augusta River Walk in Augusta, GA.

Scope of Services shall include the following under this contract:

- Evaluation of the existing function and condition of the electrical distribution and lighting systems for the River Walk, to include:
 - The walk at the top of the levee
 - The walking paths and patios/seating areas below the levee along the Savannah River 0
 - o The Jessye Norman Amphitheatre
 - o Oglethorpe Park
 - Heroes Overlook
 - Japanese Pocket Garden
 - Riverwalk Connectors including 10th Street, 9th Street, 8th Street, 6th Street and the Marina 0 connector.
- Catalog the general condition of the electrical systems observed via digital photography .
- Determination of desired function for the electrical distribution and lighting systems.
- . Design modifications and/or upgrades to the electrical distribution systems.

Deliverables shall include the following under this contract:

- A memo reporting the results of the evaluation and recommendations for design.
- Design drawings. •

JLA proposes to perform the following bid related services:

- Provide appropriate bid documents to Augusta Richmond County Procurement.
- Attend a pre-bid meeting if required.
- Answer questions to assist the owner in issuing addenda, as necessary.

Page 1 of 3

JLA proposes to perform the following limited construction related services:

- Answer Contractor questions and Requests for Information (RFI's.)
- Perform up to three (3) site visits during construction to observe compliance with the design intent. .
- · Provide clarifying sketches, if required for the contractor.
- **Review submittals** .
- Review contractor pay applications .

SPECIAL CONDITIONS:

Assessment is based on visual inspection only. No structural testing, material sampling or destructive testing will be performed. It is assumed that the client will provide all available record information including drawings. as-builts, material submittals, etc..

As-builts are not included in fee

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Rett Harbeson, PLA

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.:

(signature)

(printed name/title)

Accepted by Augusta-Richmond County:

(signature)

(printed name/title) Billing Address:

(executed agreement date)

Johnson, Laschober & Associates, PC 1296 Broad Street PO Box 2103 Augusta, GA 30903

Page 3 of 3

Telephone: 706-724-5756 Fax: 706-724-3955 Web Site: www.theJLAgroup.com P:\Proposals\PZL2024\PZL167 Augusta Riverwalk Electrical Improvements\Augusta Templates\PZL167.docx

Marilyn Newton

From:Darrell WhiteSent:Tuesday, July 16, 2024 3:06 PMTo:Maria Rivera-RiveraSubject:RE: Augusta River Walk - Electrical Improvements Request

Follow Up Flag: Flag Status: Follow up Flagged

Approved, thank you! Please proceed with PO for JLA Ms. Sams approved the request.

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov> Sent: Tuesday, July 16, 2024 2:42 PM To: Darrell White <DWhite2@augustaga.gov> Subject: FW: Augusta River Walk - Electrical Improvements Request Importance: High

Good afternoon,

I did not receive your approval for this request. Could you send it again?

Thanks, Maria Rivera-Rivera

> Maria Rivera-Rivera | Deputy Director, Facilities Augusta – Richmond County | Central Services Department 2760 Peach Orchard Rd | Augusta, Georgia 30906 (p) 706-821-1629 | (f) 706-796-5077 <u>MRivera-Rivera@augustaga.gov</u> | <u>www.augustaga.gov</u>

Augusta GEORGIA

From: Maria Rivera-Rivera Sent: Friday, July 12, 2024 12:37 PM To: Geri Sams <<u>gsams@augustaga.gov</u>>; Ron Lampkin <<u>RLampkin@augustaga.gov</u>> Cc: Darrell White <<u>DWhite2@augustaga.gov</u>>; Katie Cornelius <<u>KCornelius@augustaga.gov</u>>; Nancy M. Williams <<u>NWilliams@augustaga.gov</u>>; Scarlet Green <<u>SGreen@augustaga.gov</u>>; Audrey Sutton <<u>ASutton@augustaga.gov</u>>; Arlene Nev <<u>anew@augustaga.gov</u>> Subject: Augusta River Walk - Electrical Improvements Request Importance: High

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Good afternoon,

Per our discussion on May 30th, 2024, attached you will find the proposal for the Augusta River Walk Electrical Improvement. It was agreed that due to the nature of the present hazard, this request would be received as an emergency.

Funding will be allocated through the SPLOST VIII account.

Please advise on how we may move forward.

Regards, Maria Rivera-Rivera

> Maria Rivera-Rivera | Deputy Director, Facilities Augusta – Richmond County | Central Services Department 2760 Peach Orchard Rd | Augusta, Georgia 30906 (p) 706-821-1629 | (f) 706-796-5077 MRivera-Rivera@augustaga.gov | www.augustaga.gov

Augusta GEORGIA

From: Rett Harbeson <<u>rharbeson@thejlagroup.com</u>> Sent: Thursday, July 11, 2024 11:29 AM To: Maria Rivera-Rivera <<u>MRivera-Rivera@augustaga.gov</u>> Cc: Ron Lampkin <<u>RLampkin@augustaga.gov</u>> Subject: RE: [EXTERNAL] RE: Augusta River Walk - Electrical

Maria,

Sorry for the delay in getting this to you. I was hopeful I would be able to put my hands on the design drawings to get our fee down a little.

Let me know if you have any questions or comments.

Thanks, Rett

Everett D. Harbeson III, PLA CLARB Certified Landscape Architect Johnson, Laschober & Associates, P.C. 1296 Broad Street Augusta, Georgia 30901 Tel. 706.724.5756 Cell 706.394.2052 Fax 706.724.3955 This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or c this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accept no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is AED:104.1