



# Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone (706) 796-5077 Fax

## MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department

**DATE:** April 4, 2024

**SUBJECT:** Emergency Memo – Augusta Commons Electrical Issues

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In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Augusta Commons relating to electrical issues.

During recent work at the Augusta Commons location, deficiencies related to circuits, and underground wiring were detected. These findings present an eminent safety risk, thus constituting an emergency. To comply with electrical and safety regulations, a thorough evaluation of the current condition of the electrical distribution system will be performed. by Johnson, Laschober and Associates, P.C. The Bid phase was included to have oversight of the construction by JLA. This is to ensure design and electrical codes requirements are met by the awarded contractor.

Please proceed with the attached quote from Johnson, Laschober & Associated, P.C. in the amount of \$35,000.00 for the previously mentioned actions.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

**DEPARTMENT NAME:** Central Services Department

## REQUISITION

**REQUISITION:**

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**PURCHASE ORDER NUMBER:****PURCHASE ORDER DATE:**

			NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Johnson Laschober & Associates					
			(706-724-5756)					
			QUOTED BY		Howard Wayt, P.E.			
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	AUGUSTA COMMONS ELECTRICAL IMPROVEMENTS: ASSESSMENT & DESIGN	1	\$ 22,500.00	\$ 22,500.00				
2	BID PHASE SERVICES	1	\$ 4,500.00	\$ 4,500.00				
3	CONSTRUCTION PHASE SERVICES	1	\$ 5,500.00	\$ 5,500.00				
4	REIMBURSABLE ALLOWANCE	1	\$ 2,500.00	\$ 2,500.00				
5								
6								
7								
8	Emergency							
9	Proposal #181 R1							
10	See attachments. Vendor verified 4/4/24 quote is still valid.							
11	Administrative Services Committee Meeting Minutes							
12	Item #10							
13								
14								
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17								
18								
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20								
TOTAL BID			\$	35,000.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## **FEE AGREEMENT**

**PROPOSAL #:** 181 R1  
**DATE:** 7/18/23  
**TO:** Maria Rivera-Rivera  
Augusta-Richmond County  
**SENT BY:** ☐ PHONE  
☐ FAX  
☒ EMAIL MRivera-Rivera@augustaga.gov  
R1: 1/10/24

**RE:** Augusta Common Electrical Improvements

**BY:** Howard Wayt, P.E.

**FEE ARRANGEMENT:** Assessment and Design - \$22,500  
Bid Phase Services - \$4,500  
Construction Phase Services - \$5,500  
Reimbursable Allowance - \$2,500  
**TOTAL: \$35,000**

**LOCATION:** Augusta Common  
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 Common between Broad and Reynolds Streets 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.
- 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:

- 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.

JLA proposes to perform the following 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.

**SPECIAL CONDITIONS:**

- JLA proposes to be given a reimbursable allowance of \$2500 for the performance of additional design and support services if needed.

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

Sincerely,

JOHNSON, LASCHOB & 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 activities 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 **(Client Name)** :

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name/title)

\_\_\_\_\_  
(printed name/title)

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
(executed agreement date)

\_\_\_\_\_

\_\_\_\_\_

## Katie Cornelius

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**From:** Rett Harbeson <rharbeson@thejlagroup.com>  
**Sent:** Wednesday, April 3, 2024 2:20 PM  
**To:** Maria Rivera-Rivera  
**Cc:** Katie Cornelius; Scarlet Green  
**Subject:** RE: [EXTERNAL] RE: Augusta Commons - Electrical Upgrades Proposal

My original proposal is still good.

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  
Email: [rharbeson@theJLAgroup.com](mailto:rharbeson@theJLAgroup.com)

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**From:** Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>  
**Sent:** Wednesday, April 3, 2024 1:38 PM  
**To:** Rett Harbeson <rharbeson@thejlagroup.com>  
**Cc:** Katie Cornelius <KCornelius@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>  
**Subject:** RE: [EXTERNAL] RE: Augusta Commons - Electrical Upgrades Proposal

Good afternoon,

Just wanted to verify if you were able to update the quote for the Augusta Commons electrical project?

Thanks,  
Maria Rivera-Rivera

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**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](mailto:MRivera-Rivera@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)





## ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, August 29, 2023

1:20 PM

### ADMINISTRATIVE SERVICES

#### PRESENT

Mayor Garnett Johnson  
Commissioner Francine Scott  
Commissioner Tony Lewis  
Commissioner Sean Frantom  
Commissioner Jordan Johnson

1. Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse. **(No recommendation from Administrative Services Committee July 11, 2023 - referred from July 18 Commission meeting)**

Motion to approve the Rightsizing Plan as presented.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

2. Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of nineteen Ford F150s, at a total cost of \$818,612 from Allan Vigil Ford for various departments.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

It was the consensus of the committee that this item be approved without objection.

3. Motion to approve quantity one (1) Healthy Homes Project located at 2363 Mt. Auburn Street.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

4. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to

Motion carries 4-0.

10. Receive as information the emergency request for the evaluation of the current conditions of the electrical distribution system at the Augusta Commons in the amount of \$28,000.00 by Johnson Laschober & Associates, P.C..

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

11. Receive as information the emergency request for the demolition of the 4 5<sup>th</sup> Street building in the amount of \$37,250.00 by Thompson Building Wrecking Co.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

12. Request and discuss Information regarding the city's grant application process including seeking grants works. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve tasking the Administrator with compiling a consolidated listing of grants for commissioners.

Motion made by Frantom, Seconded by Johnson.

It was the consensus of the committee that this item be approved without objection.

13. Request that the Augusta-Richmond County Board of Commissioners instruct the Board of Assessors, Chief Appraiser and/or their designee to appeal the 2022 Georgia Department of Audits and Accounts (DOAA) Sales Ratio Study, and to 'to refer the question of correctness of the current (2022) equalized adjusted property tax digest of the local school system to the state auditor' as permitted by Georgia Code 48-5-274, and to authorize the Board of Assessors, Chief Appraiser, and/or their designee to act on behalf of Augusta-Richmond County in any related hearings

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

14. **Discuss** enhance lighting improvement to address safety concerns at the Augusta Judicial Center. **(Requested by Commissioner Wayne Guilfoyle)**

It was the consensus of the committee that this item be received as information without objection.

15. Motion to approve the minutes of the Administrative Services Committee held on August 8, 2023.

Motion to approve.

Approved 8/29/23  
Item #10



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## FEE AGREEMENT

**PROPOSAL #:** 181

**DATE:** 7/18/23

**TO:** Maria Rivera-Rivera  
Augusta-Richmond County

**SENT BY:** ☐ PHONE  
☐ FAX  
☒ EMAIL MRivera-Rivera@augustaga.gov

**RE:** Augusta Common Electrical Improvements

**BY:** Howard Wayt, P.E.

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### SPECIAL CONDITIONS:

- None.

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Sincerely,

JOHNSON, LASCHOBBER & ASSOCIATES, P.C.

  
Rett Harbeson, PLA