

AUGUSTA - RICHMOND COUNTY

REQUISITION

FUND# 507 - Capital Improvements

CHECK ALL THAT APPLY:

DATE: 8/28/2025
Department: Utilities
GL#: 514043490 - 5212999
JL#: 80599999 - 5212999
BID ITEM # RFQ 24-132

☐ WATER
☐ SEWER
☐ BOTH
☐ ENGINEERING
☐ CONSTRUCTION
☒ PROFESSIONAL SERVICES
☒ COMMISSION APPROVAL
☐ ADMINISTRATIVE APPROVAL
☐ CHANGE ORDER

Date 06/27/2024
Date
Date

JL#: 80599999 - 5212999		VENDOR:		Johnson, Laschober & Associates, PC			
		ADDRESS:		1296 Broad Street, PO Box 2103 Augusta, GA 30903			
BID ITEM # RFQ 24-132		PHONE #:		706-724-5756			
		QUOTED BY:		Trevor Wimberly			

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Vendor approved via Engineering Consultant Roster, RFQ 24-132 Commission Approved 06/27/2024

REQUESTED BY: AUD-ENGINEERING

Directors Signature: 

APPROVED BY:



DRAFT

ARCHITECTS + ENGINEERS + LANDSCAPE ARCHITECTS

FEE AGREEMENT

PROPOSAL #: 2025-105_R3

DATE: 8/25/2025

To: Chad Hendrix, PE
Assistant Director
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

SENT BY: ☐ PHONE
☐ FAX
☒ EMAIL chendrix@augustaga.gov

RE: AUD Housing Development (Southern Oaks) Utility Service Extension

BY: TREVOR WIMBERLY, P.E.

TIME FRAME: Design Phase – 90 Days from issuance of Notice to Proceed.

FEE ARRANGEMENT:

Design Phase	
Utility and Topographic Survey:	\$10,950
Utility Design & Bid Documents:	\$21,450
Total:	\$32,400 Lump Sum

Construction Phase	
Bid Phase Services:	\$ 5,500
Construction Phase Services:	\$ 6,100
Project Close-Out (As-builts):	\$ 6,500
Total:	\$18,100 Hourly, Not to Exceed

Total Purchase Order Amount: \$50,500

Estimated Reimbursables including permit fees, printing, mileage, etc. are not included in the Design Phase lump sum fee above. These and the Construction Phase services shall be billed per the attached fee schedule.

LOCATION: Mike Padgett Hwy & Tobacco Road

SCOPE OF SERVICES:

General: The purpose of the services provided by JLA under this contract is to provide engineering design services necessary for the extension of two water main extensions across Mike Padgett Highway to parcel 157-0-011-00-0. The design will incorporate necessary plans and details to support required permitting efforts with respect to land disturbance (NPDES) and Georgia DOT encroachment.

I. Basic Services

A. Verifications of Existing Conditions:

1. JLA will perform topographic survey for approximately 5 acres along the utility routing, including underground utility location work and necessary data for completing a GDOT encroachment permit.

B. Utility Design – Study, Design & Bid Documents:

1. Provide preliminary water main layout considering environmental, topography, property boundaries, and other above ground and subsurface utilities and structures, constructability and cost for review by AUD. Sanitary sewer (lift station) design for the residential property will be provided by others.
2. Define limits of the service area tributary to the proposed sewer and water extensions.

3. Verify number of existing and future customers (residential, commercial, etc.) to be served on the proposed extension based on developability of available land and land zoning and determine utility sizing.
4. Develop plan and profile drawings.
5. Finalize preparation of permit documents related to land disturbance and GDOT encroachment (one set of documents per water main crossing). JLA will assist AUD in preparing applications and seeking permit approvals.
6. Provide approximate construction estimate.

C. Bid Documents - JLA will provide drawings and specifications, including the following front-end specifications in digital format for AUD/Procurement:

1. Index of Specifications
2. Instruction to Bidders
3. Bid Form
4. Agreement
5. Notice of Award
6. Notice to Proceed
7. Change Order
8. Bid Bonds
9. Performance and Payment Bonds
10. General Conditions
11. Supplementary Conditions
12. Special Conditions
13. Application for Payment
14. Certificate of Substantial Completion

D. Bid Phase Services

1. Attend Pre-Bid Meeting.
2. Issue Addendum (if required).
3. Attend Bid Opening.
4. Provide Certified Bid Tabulation and letter of recommendation.

E. Construction Phase Services

1. Attend Pre-construction meeting
2. Review Submittals
3. Attend monthly contractor meetings and progress review
4. Respond to RFI's and field conflicts
5. Perform key inspections
6. Review pay requests
7. Participate in semi-final, final inspections and project acceptance.

F. Project Close-Out (As-builts).

1. Augusta-Richmond County requires as-built certification for permitted construction projects. This requirement involves an updated site survey of the completed project including constructed site hardscapes, stormwater infrastructure, utilities and as-built checklist all to be stamped and certified by a Professional Surveyor and Professional Engineer.

II. Exclusions:

- A. The following items are excluded from the Lump Sum portion of this proposal and are either to be provided by others or are reimbursable costs:
1. Review and permit fees by government agencies (reimbursable to JLA)
 2. Easements plats (temporary and permanent) for utility installation (by others)

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 **Augusta Utilities Department** :

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)