



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: August 11, 2023
SUBJECT: Emergency Memo – Augusta Commons Electrical Issues

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. This action will be followed by a comprehensive report and recommendations for the correction of the findings.

Please proceed with the attached quote from Johnson, Laschober & Associated, P.C. in the amount of \$28,000.00 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

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

DEPARTMENT NUMBER 272016210 / 5412110

REQUISITION

REQUISITION DATE 8/14/2023

DEPARTMENT HEAD 

PURCHASE ORDER NUMBER _____
PURCHASE ORDER DATE _____

VENDOR		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER		Johnson, Laschober & Associate			
QUOTED BY		706-724-5756			

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Electrical Engineering Services to Augusta-Richmond	1			28,000.00			
2	County for an evaluation and redesign of the electrical							
3	deficiencies related to the circuits and underground wiring							
4	at the Augusta Commons							
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6	Emergency							
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13								
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TOTAL BID			\$28,000.00					
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



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.

FEE ARRANGEMENT: Assessment and Design - \$22,500
Construction Phase Services - \$5,500
TOTAL: \$28,000

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 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:

- None.

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

Sincerely,

JOHNSON, LASCHOBBER & 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)

Arlene New

From: Maria Rivera-Rivera
Sent: Friday, August 11, 2023 2:13 PM
To: Arlene New
Cc: Ron Lampkin; Scarlet Green
Subject: Emergency Request - Augusta Commons - Electrical
Attachments: PZL219 Rev(8-9).pdf; Emergency Memo 2023 - Augusta Commons.docx

Importance: High

Good afternoon,

Attached the proposal, emergency memo and the account for the emergency request related to the electrical deficiencies found at the Augusta Commons.

Account 272016210/5412110.

Please proceed with the emergency PO request.

Thanks,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
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