



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT

PROPOSAL #: 2024-098

DATE: 04/09/2024

TO: LaSandra Corley
Housing and Community
Development
510 Fenwick St.

Augusta, GA 30901

Revised: 12/10/2024

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

RE: Architectural Services for construction drawings for two (2) 2-bedroom apartments

BY: Watson Lee Dorn, III, AIA

TIME FRAME: TBD

FEE ARRANGEMENT: DESIGN TWO, 2-Bedroom Condominium Homes and provide bid and
Construction Administration Services = **\$28,375**

LOCATION: **2431-2433 Mt. Auburn Street, Augusta, GA 30904**

SCOPE OF SERVICES:

JLA appreciates the opportunity to provide professional Architectural/Engineering (A/E) Design Services for the two-bedroom condominium to be constructed on the existing site on Mt. Auburn Street in Augusta Georgia. This site currently has existing condominium homes that are separated by masonry firewalls. The plans for the new 2-bedroom units will be to replace the two 2-bedroom units that were destroyed by fire. It is the intent of the design to match the character and layout of the existing units within the complex. The units will consist of two bedrooms, a bathroom, a living area, a kitchen, a laundry room, and storage room. The existing exterior masonry walls will remain, with all wood framing stud walls that were fire damaged to be removed and replaced with new structural lumber. All existing windows to be removed and replaced. It is the intent to utilize the existing concrete slab to support the new home layouts. As such, JLA will be required to provide as-built drawings of the existing conditions. As part of the construction, it will be required to clean and prepare the slab and existing masonry walls to accept new floor and wall finishes. It is our understanding that Housing and Community Development (HCD) is looking for full design and construction administration services for this project.

This project scope is being amended as a result of additional damage sustained at the property during Hurricane Helene. After a site visit it was determined that the exterior walls of the structure that were originally to remain have signs of damage due to high wind loading and the interior masonry unit separation wall had completely collapsed. This proposal is being revised to include demolition of damaged exterior walls, complete replacement of those exterior bearing walls, and replacement of the interior masonry unit separation wall as an addition to the previously outlined scope of work.

Our services will include one round of responses to building department comments. Deliverables will be Architectural, Structural, Plumbing, Mechanical and Electrical drawings. Civil and Landscape design is not provided but can be for a negotiated fee.

Anticipated list of drawings:

Architectural:

Cover Sheet

Architectural Site Plan (Showing setbacks, driveway and building location)

Code Review

Architectural Floor Plans

Building Elevations

Wall Sections

Finish Schedule and Notes

Structural:

Roof Framing plan

Notes and Details

Plumbing:

Plumbing Layout Plan

Plumbing Schedules and notes

Mechanical:

HVAC Layout Plan

HVAC Schedules and Notes

Electrical:

Power Layout Plan

Lighting Layout Plan

Electrical Notes, Details

JLA reserves the right to combine the above plan information on drawings where appropriate. Any Owner initiated changes in scope, following the initial submittal to local authorities for approval that requires a re-submittal for approval will be considered an additional service and will be billed at JLA standard hourly rates. Project specifications will be included on the drawings.

SPECIAL CONDITIONS:

- Owner will provide to JLA site plat/topo drawings to include in our permit package submittal to the permitting authority.
- Bid Phase and Construction Phase services are included in the lump sum fee.
- Construction administration services will include one (1) site visit per month of construction to accommodate processing of applications for payment. It is anticipated that construction duration will be six (6) months. If additional site visits are required or requested, they will be provided at JLA standard hourly rates.
- JLA will submit to the Augusta Planning Department the plans required for permitting/construction.
- A sprinkler system is not anticipated at this time. However, if during the initial design and code compliance review it is deemed necessary for this facility, JLA will provide these services for an additional fee.
- Civil Engineering is not included in this proposal, but if required can be provided for a negotiated fee.
- Structural Engineering is included in this proposal, as a requirement for building permitting as required by Augusta Planning Department.
- Printing of documents, mailing and any permit plan review fees necessary on this project will be billed as a reimbursable expense.

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.

Offered by Johnson, Laschober & Associates, P.C.:

Accepted by **LaSandra Corley**:

(signature)

(signature)

Watson Lee Dorn, III, AIA / Partner
(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)

