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## SCOPE OF WORK AND FEE AGREEMENT

**PROPOSAL #:** 3042.2307

**DATE:** 5/31/24

**To:** Ron Lamkin  
Augusta-Richmond County

**SENT BY:**  PHONE  
 FAX  
 EMAIL rlamkin@augustaga.gov

**RE:** Augusta 5th Street Marina Replacement

**BY:** Rett Harbeson, PLA, CLARB

**TIME FRAME:** To be Negotiated

**FEE ARRANGEMENT:** SEE ATTACHED FEE SUMMARY

**LOCATION:** 5<sup>th</sup> St. Marina  
Augusta, GA

**SCOPE OF SERVICES:**

**Project Description:**

Johnson, Laschober & Associates (JLA) and Applied Technology & Management (ATM), the design team, are pleased to provide a proposal to the City of Augusta (COA) for marina consulting services on the 5th Street Marina. The subject marina includes floating docks (~65 wet slips) with concrete anchor pilings situated along the Savannah River. The marina has two (2) separate shore parallel docks with angled double-berth finger piers. Approximately four (4) access points are used for patrons to access the floating docks via fixed platforms and articulating gangways. Marina utilities include shore power, potable water, sanitary pump out and marine fuel. The shoreline includes revetment and bulkhead stabilization measures.

The design team previously conducted a Tier 1 Visual Assessment of the marina facilities at the subject site to identify areas of significant concern and document specific components in need of repair or replacement. Based on the findings and recommendations of that study, it is our understanding that the COA would like to replace the marina with new access structures, floating docks, and marina utilities.

The scope of services to support the marina replacement project is summarized below.

**Project Scope:**

**Task 1 – Collect, Collate & Assess Available Site Information**

The design team will collect and collate available information on the site including boundary and bathymetric surveys, aerial photography, nautical charts, regulatory permit documents (preliminary, submerged land lease data as appropriate), area meteorological data, and river level and current flow data readily available from government sources and publicly available reports on or near the

property. Assume JLA/City will assist to obtain any local sources of information (ATM to provide list of requests).

We will review the information and determine its quality and adequacy for the following tasks. If there are any gaps where additional studies or data are needed, the design team will review with COA and recommend and specify the collection of these (if not already included herein).

Deliverables: There are no specific deliverables associated with this task.

### **Task 2 – Project Kickoff Meeting/Preliminary Design Coordination**

Under this task, the design team will participate in a collaboration meeting with COA staff. This meeting is assumed to be approximately ½ day in duration and held at a location to be determined at a later date. We envision the key topics of conversation will include:

- Review and prioritize COA's goals for the overall marina redevelopment
- Review and discuss the information collected in Task 1
- Discuss permitting process and strategy
- Discuss budgetary factors and limitations
- Discuss project schedule and phasing as appropriate within context of permitting, design, and budgetary constraints
- Discuss potential grant options, requirements, and timelines

Deliverables: Summary Meeting Minutes

### **Task 3 – Topographic, Bathymetric Survey, and Geotechnical Investigation and Report**

The design team, via sub-contractor, will provide a bathymetric survey for the project area to facilitate planning, permitting, and design efforts. The survey horizontal datum will be Georgia State Plane Coordinates, East Zone, US Survey Feet. The survey vertical datum will be the North American Vertical Datum of 1988 (NAVD88). Key elements of the survey will include:

- Bathymetric soundings on a grid pattern (perpendicular and parallel to the site shoreline) extending to the approximate centerline of the waterbody.
- Locations of existing infrastructure including the revetment shoreline, bulkhead, access platforms, gangways and floating docks.
- Easement boundaries information for railway bridge, pedestrian bridge and vehicular bridge based on available GIS data.

The field data will be processed into one comprehensive survey document suitable for use in subsequent future tasks.

Geotechnical data and analysis will be required for design of the access piers and floating dock anchor piling. The design team, via subcontractor, will provide a geotechnical investigation & report for the project to facilitate design of the proposed replacement structures. The geotechnical investigation will include a minimum of two (2) overwater soil borings and two (2) upland soil

borings. Laboratory testing and analysis of the soil borings will be conducted and summarized in the geotechnical investigation report. The report will identify engineering properties of the existing soils/rock onsite that the design team will use in pile analysis software during the pile design efforts.

Note: This does not include soil testing around existing underground fuel storage tanks/service lines.

Deliverables: Subcontractor provided XYZ files in AutoCAD format  
Subcontractor provided PDF survey document.  
Subcontractor provided Geotechnical Report

#### **Task 4 – Marina Replacement Planning (Conceptual Design Phase)**

Under this task, the design team will develop conceptual plans for redevelopment of the marina. The alternative concept plans will consider floating dock access location and accessibility, Americans with Disabilities Act (ADA) requirements, existing water depths, vessel/slip sizes, riverine currents and floating dock geometries, marina utility demands, and anticipated regulatory constraints. As part of this effort, we will consider COA's goals identified in Task 2. Specifically, the design team will:

- Develop two to three (2-3) conceptual marina layouts
- Develop order of magnitude (OOM) cost estimates for the alternative concept plans
- Meet with the COA to present these plans and cost estimates
- Identify and refine one (1) concept plan as the preferred alternative concept plan based on feedback received by COA.

The goal of this effort is to evaluate options and identify a preferred marina plan that will be used to further advance the project design in subsequent phases/tasks. This task will identify a marina plan that will serve as the "road map" for the marina replacement permitting and design efforts.

Deliverables: 2 - 3 Concept Marina layouts  
Order of Magnitude (OOM) Cost Estimates  
Preferred Alternative Concept Plan

#### **Task 5 – Regulatory Permitting Assistance**

The design team will pursue regulatory permit authorization for the project through the United States Army Corps of Engineers (USACE) and local authorities having jurisdiction.

##### **Task 5.1 – Pre-Application Meeting**

The design team will utilize the preferred concept plan prepared in Task 5 to facilitate a pre-application meeting with representatives from the USACE. We will fill out and submit a pre-application request form and supporting information as appropriate to the USACE.

The goal of this pre-application meeting is to describe the basic scope of work and identify any hurdles that the USACE may pose for the proposed project. At the conclusion of this meeting, we should have a clear understanding of the permitting process and information required by USACE.

The design team will coordinate a meeting date and time with COA if representative(s) desire to attend the meeting.

Deliverables: Pre-Application Form(s) and supporting information  
Summary Minutes from meeting with each agency

### **Task 5.2 – Regulatory Permit Application(s) and Submittal**

For the purposes of this proposal, we have assumed that the project will require submittal of both a Letter of Permission Application (Form 4345) for the floating dock and anchorage and a Pre-Construction Notice (PCN) for the revetment repairs which are assumed to be covered under Nationwide Permit 13 for Bank Stabilization measures (NWP 13) or a Nationwide Permit 3 (NWP 3) for Maintenance. Upon completion of the pre-application meeting, the design team will compile and submit both the Form 4345 and PCN form to the USACE for the project. We envision this will include, but may not be limited to following specific elements:

- Permit Drawings prepared in a format suitable for state and federal processing, signed and sealed by a Georgia Professional Engineer, including:
  - Project Location Map
  - Existing Conditions
  - Proposed Marina Plan
  - Proposed Shoreline Improvements
  - Typical Sections and Details
- Form 4345 with supporting information and documentation
- PCN form for NWP 13 or NWP 3 with supporting information and documentation
- Project descriptions
- Agent authorizations
- Affidavit of Ownership or Control and associated documentation (property deed).
  - The design team will provide this form to the COA. The COA will be responsible for providing the design team with an executed copy of the form along with all required supporting documentation and the permit application fees.
- Meeting with COA staff to discuss permit application packages
- Submit Form 4345 and PCN form to USACE

*Note: This proposal does not include any state-level regulatory permitting for the proposed marina replacement and assumes that the USACE processes described above are all that will be required to facilitate marina replacement. Should alternate or additional state/federal regulatory authorizations be required that are not specifically described herein, the design team will notify COA and develop contract modification to address (as requested by COA). Local building permits, utility permits, etc. will be the responsibility of the selected contractor.*

Deliverables: FORM 4345 Letter of Permission Application package  
PCN for NWP 13/3 package

### **Task 5.3 – Regulatory Permit Coordination**

Despite initial efforts to (including the pre-application), it is impossible to ultimately predict the review process or outcome of any permit application.

Once the applications are received and deemed administratively complete, the USACE will coordinate with other state and federal agencies to solicit their review and comment on the project. The application may be placed on a public notice.

When the agency/public comment periods have expired, the USACE will forward copies of the comments received and the design team will coordinate with COA to develop responses to these comments, as required. In addition to the response to comments, the USACE may require additional information/coordination beyond what is included in the initial application submittals. This may include additional meetings with USACE, commenting agencies, drawing revisions to address any specific concerns raised during their review, etc.

Since it is not possible to accurately estimate the level of effort required for this permitting coordination task, the design team proposes to provide such services with an allowance budget basis.

*Note: This task is for general coordination, responses to comments, and minor drawings revisions only and does not include any additional specialized studies or reports that may be required by the regulatory and/or other commenting parties such as, but not limited to: environmental assessment, Endangered Species Act compliance assessment(s), sediment sampling/analysis, navigation/traffic studies, etc.*

Deliverables: There are no specific deliverables associated with this task.

### **Task 6 – Marina Design Technical Package – Construction Documents**

Under this task the design team will develop the technical bid documents for the replacement of the marina. Specific work will include:

- Development of desktop Wind/Wave/Wake Assessment for the subject site
- Basis of Design Review
  - Review environmental loads, anticipated vessel sizes/loads, and dock performance criteria
  - Review and discussion with the COA and marina operator/key stakeholders to finalize and confirm Basis of Design
- Plans and Specifications
  - Engineered Plans and Specifications (Signed & Sealed by Licensed Georgia Professional Engineer)
    - Fixed Access Piers - Assume 4 timber access piers with timber piles
    - Floating Dock Anchor Pilings
    - Marina Utilities (via sub-consultant)
    - Marina Fuel System
    - Marina Electrical System
    - Marina Potable Water System
    - Marina Sewage Pumpout System

- Marina Fire Suppression System
      - Assume dry fire standpipe system and on dock fire extinguishers will be required.
    - Shoreline Stabilization Improvements/ Repair
  - Schematic Plans and Performance Specifications
    - Floating Docks
    - Gangways & Access Bridges
      - Note: Floating dock, gangway and access bridge manufacturer to provide final signed/sealed design for these project elements as is typical in the marina industry.*

*Note: Plans and Specifications will be provided for review at the 30%, 60% and 90% design level. It is assumed that all building and utility permits required will be obtained by the selected contractor. It is further assumed that suitable utility services for potable water, sewer, and electricity are available to the site and located immediately adjacent to the marina access points.*

Deliverables: Wind/Wave/Wake Assessment Report  
 Basis of Design Document/Memorandum  
 Plans and Specifications (as described above)

### **Task 7 – Bidding Support**

The design team will provide limited support to COA during the bidding process for the marina replacement project. Specifically, we will:

- Develop a bid form/schedule of values for inclusion in the bid package
- Upon COA advertisement of the bid, the design team will contact regional marine contractors and dock suppliers to inform them of the published bid opportunity
- Participate in an on-site pre-bid meeting with the COA, and prospective bidders/suppliers
- Review and respond to bidder requests for information (RFI's) during the bidding process. We will provide formal responses to the RFI's for COA use in issuing bid addenda.
- Conduct a technical review of bids
  - Tabulate responses in MS Excel
  - Review bids for thoroughness and adherence to bid requirements
  - Review contractor's technical bid submittals for conformance with design intent and criteria
- Provide recommendation for award to the COA

Deliverables: Formal Responses to RFI's (limited to 16 hours of professional time)  
 Recommendation for Award Memorandum

### **Task 8 – Construction Phase Support**

For purposes of this proposal, we estimate that the demolition and reconstruction of the 5th Street Marina will take 8 months to complete. With this assumption in mind, the design team proposes the following construction phase services:

- Participate in an on-site pre-construction meeting with the COA, Marine Contractor, sub-contractors, suppliers, marina operator, etc.
- Facilitate regulatory commencement notification
- Review floating dock and gangway shop drawings and calculations.
  - This is a critical step to ensure design intent and the operational success of the marina are met. It is assumed that the design package for these elements will be provided by the selected contractor as a single, comprehensive package. *Note: scope includes two reviews of this package only: an initial review after which comments/questions will be provided to the contractor and a final review.*
- Review materials submittals and product certifications
- Conduct weekly telephone meetings with contractor
- Conduct, at a minimum, bi-weekly site visits during active construction
  - General construction observation/progress documentation, and on-site meetings with Contractor, COA, and other relevant parties
  - Review and respond to Requests for Information (RFI's)
- Facilitate project close out
  - Conduct final punch list inspection of all project components
- Facilitate regulatory close out.

Deliverables: Review and response to Floating Dock and Gangway Shop Drawing and Calculation Package (2 maximum)  
 Review and response to other Contractor Submittals  
 Site Visit Summary Memoranda with Photographic Logs  
 Punch List Inspection Memorandum

**Task 9 – Clean Vessel Act Pumpout (CVAP) Grant Application - Optional**

ATM will prepare and submit an application for a Clean Vessel Act Program (CVAP) grant to Georgia DNR for the marina pumpout system. This grant will provide the COA up to 75% reimbursement for all costs associated with new pumpout installation. Under this task, ATM will:

- Review and discuss infrastructure that may be included in the grant program with Georgia DNR. Coordinate with Georgia DNR and the COA in an effort to maximize the grant funding available. This may include:
  - Pumpout stanchion/piping
  - Upland infrastructure associated with pumpout tie-in
  - Permitting and engineering fees
- Gather appropriate application materials and documentation for submission including:
  - Pumpout brand/manufacturer and model
  - Engineered Plan
  - Bid/contract data
  - CVAP Grant application form
- Prepare the Grant Application including all the necessary documentation required by the application and discussed with Georgia DNR.
  - Prior to submission, ATM will provide the COA with a completed copy of the documents to review and for appropriate signatures to complete the package.
- Submit the Grant Application package to Georgia DNR for their consideration.

- Coordinate with Georgia DNR as required to expedite the review/approvals process.
- Fill out and submit, on the City's behalf, Georgia DNR's reimbursement request form
  - It is assumed that a single reimbursement request will be made for the entire system after procurement and installation.

Deliverables: Completed CVAP application with supporting documentation  
Completed reimbursement request form

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.:

Accepted by:

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

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

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

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

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

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

\_\_\_\_\_

### Fee Schedule

Task 1 – Collect, Collate & Assess Available Site Information	\$10,000
Task 2 – Project Kickoff Meeting/Preliminary Design Coordination	\$18,700
Task 3 – Topographic & Bathymetric Survey Geotechnical Investigation & Report	\$103,000
Task 4 – Marina Replacement Planning	\$25,000
Task 5 – Regulatory Permitting Assistance	\$37,500
Task 5.1 – Pre-Application Meeting	\$4,700
Task 5.2 – Regulatory Permit Application and Submittal	\$24,800
Task 5.3 – Regulatory Permit Coordination (Allowance)	\$10,000
Task 6 – Marina Design Technical Package	\$298,000
Task 7 – Bidding Support	\$22,000
Task 8 – Construction Phase Support	\$97,000
Task 9 – Clean Vessel Act Grant Application (Optional)	\$12,500

**Notes:**

1. Fees are good for 120 days
2. Professional fees for all tasks, save for 5.3, will be billed on a lump sum, percent complete basis. Fees include anticipated expenses. Task 5.3 will be billed on an hourly rate basis as effort is incurred.
3. Any efforts outside those specifically described herein are considered additional services and will require authorization and additional fees.