

November 7, 2024

Mr. Tim Callanan, County Manager
Effingham County, Georgia
804 South Laurel Street
Springfield, Georgia 31329

Re: **Old Augusta Road, Rincon, Georgia**
Amendment No. 1 – Logistics Parkway Roundabout Revisions

Dear Tim:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and Effingham County, Georgia (“Client”) entered into a Professional Services Agreement dated February 6, 2024 (“the Agreement”) for providing roadway engineering services for the design of roadway and intersection improvements along a 2.7-mile-long section of Old Augusta Road in Rincon, Georgia (“the Project”). As detailed in the Agreement, the Project included the design of a three-leg, multi-lane roundabout at the intersection of Old Augusta Road at Logistics Parkway.

Recently, GTIS Partners (“the Owner”) has planned a new 297,290 square-foot warehousing development (“the Development”) on Old Augusta Road across from this proposed roundabout. As shown in the “OLD AUGUSTA ROAD INDUSTRIAL CONCEPTUAL SITE PLAN” prepared by Thomas & Hutton (“the Site Engineer”) dated October 31, 2024 (“the Site Plan”), the Development would include access to and from Old Augusta Road via a fourth (i.e., eastern) leg at the proposed roundabout. The Development and Site Plan are under consideration for approval by the Effingham County Board of Commissioners. Accordingly, the parties now desire to amend the Agreement and services performed by the Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

SCOPE OF SERVICES

The services currently authorized to be performed by the Consultant in accordance with the Agreement shall be modified as follows:

Add Task 4: “Logistics Parkway Revisions” with the following:

The Consultant will design the new roundabout access for the Development in general accordance with the *GDOT Roundabout Design Guide*. The new access will include one ingress and one egress lane and is anticipated to be approximately 350-foot-long as illustrated in **Attachment A**.

The Consultant will incorporate the new access into the Preliminary Plans developed as part of Task 2 and will update the following in accordance with the *GDOT Plans Preparation Guide*:

- | | |
|---------------------------------|---|
| 1. Project Cover | 8. Drainage Profiles |
| 2. Project Index | 9. Drainage Area Map |
| 3. Typical Sections | 10. Cross Sections |
| 4. Construction Layout Drawings | 11. Utility Plans (<i>design by others</i>) |
| 5. Construction Plans | 12. Lighting Plans |
| 6. Sideroad Roadway Profiles | 13. Signing & Marking Plans |
| 7. Special Grading Drawings | 14. Erosion Control BMP Location Details |

The Consultant will develop a preliminary Opinion of Probable Construction Cost (OPCC) for this access to support the Client’s coordination with the Owner. Following the submittal of the Preliminary Plans, the Consultant will provide CADD files to the Client and to the Site Engineer to coordinate potential revisions to the Site Plan. Further, the Consultant will update the access design and OPCC based on one (1) round of consolidated comments from the Client following the Preliminary Plan Review meeting described in Task 2. All submittals will be made electronically in Portable Document Format (PDF) format unless otherwise noted herein.

Delete "Schedule" in its entirety and replace with the following:

SCHEDULE

The Consultant will provide these services as expeditiously as practicable on a mutually agreed milestone schedule to be finalized following execution of this Agreement, and an approximate milestone schedule is shown below.

Description	Completion
Notice to Proceed (NTP)	22-NOV-2024
Preliminary Plans	20-DEC-2024
Preliminary Plan Review Meeting	22-JAN-2025
Phasing Support	14-FEB-2025

Delete "Fee and Expenses" in its entirety and replace with the following:

FEE AND EXPENSES

For Tasks 1 through 4, Kimley-Horn labor fee will be billed on an hourly basis in accordance with the rates shown below. The rates for individual team members may vary, but the following current rates apply to the core team members for this phase of the project:

- Senior Professional II: \$330/hour
- Senior Professional I: \$275/hour
- Professional: \$210/hour
- Senior Technical Support: \$200/hour
- Analyst/Designer: \$150/hour
- Technical Support/Support Staff: \$130/hour

Based on the rates noted above and our understanding of the Project, budgeted amounts for Kimley-Horn's services in Tasks 1 through 4 are as follows:

Task	Description	Fee	Fee Type
1	Project Management	25,300	Hourly NTE
2	Preliminary Plans	427,550	Hourly NTE
3	Phasing Support	22,850	Hourly NTE
4	Logistics Parkway Revisions	38,800	Hourly NTE
	<i>Subtotal (Kimley-Horn only)</i>	\$514,500	Hourly NTE

Kimley-Horn will not exceed this NTE budget without authorization from the County. Fee estimates are for general budgeting purposes only, and the actual fees may be more or less than the estimates. A percentage of labor fee will be added to each invoice to cover certain expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn's project number. All permitting, application and similar project fees will be paid directly by the County.

Additionally, Kimley-Horn will coordinate with its subconsultants to perform subconsultant services associated with Task 2 for the Total Lump Sum Fee summarized below:

Description	Fee	Fee Type
Topographic Survey	236,250	Lump Sum
MS4 Analysis and Design	46,550	Lump Sum
<i>Subtotal (Subconsultants)</i>	\$282,800	Lump Sum

Kimley-Horn will not exceed this Total Lump Sum Fee without authorization from the County. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn's project number. All permitting, application and similar project fees will be paid directly by the County.


CLOSURE


In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the provisions of the "Indefinite Delivery Contract for Professional Engineering & Architectural Services" agreement between the Board of Commissioners of Effingham County, Georgia and Kimley-Horn and Associates, Inc.", dated June 1, 2021 and amended March 7, 2023, the terms which are incorporated by reference. As used in the agreement, "CONSULTANT" or "VENDOR" shall refer to **Kimley-Horn and Associates, Inc.**, and "BOARD" shall refer to the **Board of Commissioners of Effingham County, Georgia**.

If you would like for us to proceed with the services, please have an authorized person sign this Agreement and return to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at 912-328-4445 or rhodes.hunt@kimley-horn.com.

Very truly yours,
KIMLEY-HORN


Rhodes Hunt, PE
Project Manager


Chris Marsengill, PE, PTOE
Senior Project Manager

Effingham County, Georgia

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment: Logistics Parkway Roundabout Exhibit

Attachment A

