



March 21, 2024

Mr. Tim Callanan
Effingham County Administrator
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

RE: PROPOSAL/AGREEMENT FOR PROFESSIONAL SERVICES
GATEWAY PARKWAY
SAVANNAH GATEWAY INDUSTRIAL PARK – EFFINGHAM PKWY TO HODGEVILLE

Dear Mr. Callanan:

We are pleased to present this proposal for surveying and wetland services for Gateway Parkway within Savannah Gateway Industrial Hub. Our scope of services includes:

A. SUPPORT SERVICES

1. Permitting (Standard): Upon completion of roadway design, Hussey Gay Bell will assist the Client with the permitting process to facilitate issuance of a Land Disturbance Permit. Permitting agencies anticipated in the review process are Effingham County (in conjunction with EOM), State of Georgia Natural Resource Conservation Service, and State of Georgia EPD (NPDES compliance).

FEES: \$12,500

2. Permitting (Kinder Morgan): Similar to the rail crossing, Hussey Gay Bell will provide permitting assistance for the gas line crossing. Typical format for this process is similar to railroad crossings. Kinder Morgan will review the crossing plans for confirmation and design changes for cover and safety concerns. This process is completed by a sub consultant and will require additional fees paid for by the developer. Kinder Morgan may require additional compensation for an inspector to be on site during work within in the right of way and these fees will be paid for by the consultant.

FEES: \$5,000

3. Topographic Survey: Hussey Gay Bell will perform topographic sections along the route at approximately 100' intervals to determine the existing conditions. In addition, Hussey Gay Bell will provide for detailed survey at outfall locations in order to provide for positive drainage from the site. Hussey Gay Bell will also provide for survey of the entire rights of way of Hodgeville Road and McCall Road for improvements at each intersection.

**FEES: UNDER SEPERATE
CONTRACT**

4. Right of Way Platting: Upon completion of the project and prior to dedication of the improvements, Hussey Gay Bell will provide for a plat to dedicate to Effingham County. Hussey Gay Bell will provide for application and submittal assistance as well as address comments from the County for such submittal.

FEES: \$5,000

5. Right of Way Staking: Upon completion of construction and prior to submittal of the plat, the right of way must be staked with proper monumentation. Effingham County requires the installation of concrete monuments and iron pins for the road right of way.

FEES: \$5,500

B. DESIGN SERVICES

This task includes roadway design and preparation of construction plans. Design shall adhere to the current established standards, specifications, design criteria, and standard details for Effingham County. Hussey Gay Bell understands that the scope of design is to address the following:

Design of 5,300+/- lineal feet of new Connector Road mainline. Design of this alignment will address a 2-lane, 2-way typical section with paved and grass shoulders and roadside swales. The entire alignment will be designed for a 45 MPH posted speed limit and 55 MPH design speed.

Design of 1,500 lineal feet of improvements and widening along Hodgeville Road. Design of this alignment will address a 2-lane, 2-way typical section with paved and grass shoulders and roadside swales. Design will include widening of existing Hodgeville Road to facilitate addition of a median left-turn lane at the intersection with the new Connector Road. Design will also address applicable acceleration and deceleration lanes at the intersection based on standards set forth in the latest edition of the Georgia Department of Transportation's *Design Manual*.

In addition to the roadway design, Hussey Gay Bell will provide the design for a 20" water main to parallel the Connector Road and provide a loop in the Effingham County Water System from Hodgeville Road to McCall Road, including connections on each end.

Design will not include water quality and detention facilities for the site. This will be accomplished by the adjacent development.

Mr. Tim Callanan
March 21, 2024

The Design Services scope will be separated into a Preliminary Roadway Design phase and Final Roadway Design phase. Below is a description of scope under each phase.

1. Preliminary Roadway Design: Hussey Gay Bell will prepare preliminary roadway plans and supporting documents. Upon completion of Preliminary Roadway Design Hussey Gay Bell will submit to the Client for review. Hussey Gay Bell will not proceed to Final Roadway Design without authorization from the Client. Following is a summary of tasks and deliverables:

- Typical Section(s)
- Horizontal Roadway Layout and Staking Plan
- Vertical Roadway Profile
- Review of Existing Drainage Conditions
- Striping and Signage Plan
- Grading and Drainage Plans including Roadside Drainage Improvements
- General Notes Sheet with Legend of Improvements
- Utility Coordination
- Utility Profiles
- Quality Assurance Review
- Attend Review Meetings with the Client
- Conduct Preliminary Field Plan Review

2. Final Roadway Design: Upon receipt of comments and feedback and with authorization from the Client, Hussey Gay Bell will proceed with Final Roadway Design. Final Roadway Design will incorporate Client comments and feedback received following the Preliminary Roadway Design.

- Update, Revise and Finalize Plans and Deliverables Prepared Under the Preliminary Roadway Design phase.
- Erosion & Sedimentation Control Plans, NPDES requirements, site BMP's
- Preparation of Standard Construction Detail Sheets
- Preparation of Standard Specifications
- Summary of Quantities
- Utility Coordination
- Final Plans
- Quality Assurance Review

FEE: \$257,200.00

C. BIDDING PHASE AND INITIATION OF CONSTRUCTION

Mr. Tim Callanan
March 19, 2024

- 1. Prebid Meeting:** Conduct a prebid meeting with the Client and prospective bidders. Task includes documenting questions and answers as well as generating minutes to said meeting.

FEE \$2,500

- 2. Bid Assistance:** Solicit bids from qualified contractors, maintain a list of plan holders for the project, prepare an engineer's opinion of probable construction cost for the work, respond to RFI's and other requests during the bid process, issue advertisements and addenda as required, open bids from qualified contractors.

FEE \$7,500

D. CONSTRUCTION PERIOD SERVICES AND CLOSEOUT

Fee for construction services can be provided upon request. It is unclear on what portions will be built and when.

Revisions caused by changes in regulations, or in Owner's instructions, will be negotiated prior to commencing any work. You will be billed each month and invoices will be payable within 30 days.

This Agreement, along with the attached General Conditions, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties.

Yours very truly,

HUSSEY, GAY, BELL & DEYOUNG, INC.



C. J. Chance, PE

ACCEPTED BY: _____ DATE: _____
Effingham County Board of Commissioners

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated March 21, 2024, between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (Client) and **HUSSEY, GAY, BELL, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new

taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16



Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: Current Federal Rate

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost