

EFFINGHAM COUNTY COMMISSION
MASTER SERVICES CONTRACT No. 24-00X
TASK ORDER #1

TASK ORDER # 001
2024

DATE July 2,

ADDENDUM TO CONTRACT NO. 24-00X
2024

DATE July 2,

**PROJECT: PROFESSIONAL CONSULTING SERVICES FOR
EFFINGHAM COUNTY PROGRAM MANAGEMENT**

EFFINGHAM COUNTY COMMISSION (Owner) and **THOMAS & HUTTON ENGINEERING CO.** (Consultant or Thomas & Hutton) this 2nd day of July 2024, provide the following task order through their contract dated July 2, 2024, for work, materials, or services described below.

SCOPE OF WORK:

Thomas & Hutton is proposing to provide professional services for the Effingham County Program Management Services. The period of service is for July 2024 through June 2025. The Owner and Program Manager agree that the organizational flow of the Program will evolve as the Program is developed and that no specific number of staff is required or guaranteed. Staffing levels are the responsibility of the Program Manager and may change and vary during the course of the Program. Additional specialist staff may be necessary to perform Design or Additional Services as defined or to be defined at the discretion of the Owner in the future. The Program Manager shall provide documentation for anticipated costs and expenses considered outside the limits of this Agreement and shall obtain expressed written consent prior to proceeding with services. Since consulting services to be provided under this agreement are currently unknown, fees are on a time and expense, not to exceed basis.

A. SCOPE OF SERVICES

1. Program Management

a. Management Services

The Program Manager shall provide services to monitor procurement procedures, design, construction and other related activities and to facilitate coordinate and manage the Projects identified by the Owner. The Program Manager will monitor the quality of services and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Management tasks may include but are not limited to:

- Public Information/Engagement – Engaging with the Owner's public relations officers regarding Program projects.

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- Master Planning Report Compilation – Assisting in the Integration of existing planning documentation into the countywide Capital Improvements Plan. Master plan updates when project completed. Living document. Flag when document revisions are necessary.
- Management of design/bid/build projects – Assisting in the procurement of design professionals and oversight of complete project delivery for Projects within the Program.
- Management of alternative delivery projects (Design/build, CMAR, Etc.) – Assisting in the procurement of alternative delivery teams and oversight of complete project delivery for Projects within the Program.
- Project Controls – Coordinate with Owner's staff to manage contracts, invoices, change orders and amendments.
- Risk Assessment & Management – Provide input and assist in managing risk for the Owner during all phases of the Program to ensure to the extent possible that potential Project impacts are transparent, understood and mitigated.
- Program Reporting – Provide regular written reports to the Owner staff, officials and Project stakeholders.
- Program Regulatory Compliance – Assist in monitoring and managing the process of compliance with applicable regulatory permitting and approvals.
- Cost Validation – Verify cost estimates and provide value-engineering reviews to Projects within the Program.
- MWBE Strategies – Work with Owner staff to explore expanding MWBE opportunities for local and disadvantaged businesses.
- Performance Management – Maintain continuous reporting for all Program Projects on budget and schedule variances and, if needed, prepare recovery plans.
- Commissioning/Conveyance – Assist in the administering of post construction closeout for Program Projects to transition the operation to Owner possession.

b. Design Services

At the request of the Owner, the Program Manager may perform specific design tasks under this Agreement and shall be compensated for the performance of these services for mutually agreed upon fees not included in this agreement. Design services should not and will not relinquish the services or responsibilities of the Program regarding specific Projects or design services assigned.

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c. Additional Services

At the request of the Owner, the Program Manager may perform Additional Services under this Agreement and shall be compensated for the performance of any Additional Services requested by the Owner on an hourly basis as identified in Exhibit B to this Agreement. The Program Managers shall prepare a written amendment to this Agreement specifically providing the performance of the Program Manager for the Additional Services and the hours estimated for each activity. Additional Services to be performed by the Program Manager may include but are not limited to:

- Preparation of financial feasibility studies related to Projects in the Program
- Performance of special inspections or testing
- Hiring or engaging any expert witness or consultant to assist the Owner in or for any claim or suit on behalf of the Owner.
- Such other services as Owner & Program Manager may agree to in writing.

2. On-Call Construction Services

a. Construction Engineering Inspections

Consultant shall provide Project Inspector to perform the majority of the on-site construction observation duties. Consultant shall be responsible for verifying and documenting that the quantities of testing (QC and QA) are being met and maintain master project QC and QA records. The Consultant shall review the Contractor's Quality Control (QC) Plan and recommend for approval in accordance with contract documents. Consultant shall interact and coordinate with the Contractor's QC personnel on an as needed basis. The Project Inspector will be responsible for observation and review of testing procedures for roadway and culvert construction in the areas of concrete, foundations, soils and earthwork, asphalt roadway, erosion control, traffic control, and others. The following tasks have been developed to address the project goals and objectives:

1. Observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and notify the Contractor to correct such observed discrepancies.
2. Facilitate weekly construction meetings, prepare minutes from meeting and provide copies to distribution list.
3. Be familiar with the Contractor's proposed schedule of operations for the project and review schedule updates provided with monthly pay requests.
4. Coordinate with the contractor and testing lab to perform the services required to complete testing for the project
5. Notify the Project Manager immediately of any unanticipated project conditions.
6. Perform field operations in accordance with the regulations and accepted safety practices.

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7. Provide services in reasonable conformity with guidelines for construction services.
8. Review sample materials, concrete, and asphalt, to be incorporated in the work, and reject Contractor's work and materials not meeting Specifications
9. Make certain that test report records or certificates of compliance have been received, prior to the incorporation of materials in the work, for materials tested off the project site.
10. Keep daily diaries, logs, and records information for the project consistent with typical industry practices as are needed for a record of the Contractor's progress including observation diaries.
11. Measure and compute quantities of all materials incorporated in the work and items of work completed and maintain an item record account. This information will be utilized to evaluate progress payments on the contract.
12. Prepare and submit, such periodic, intermediate, and final reports and records as may be required to document construction progress for the project, which may include:
 - a. Weekly progress reports.
 - b. Weekly statement of working days.
 - c. Notice of change in construction status.
 - d. Report of field observation of material.
 - e. Test reports.
 - f. Contractor pay estimates.
 - g. Final certification of materials.
 - h. Explanation of quantity variation.
 - i. Statement of contract time.
 - j. Intermediate and final estimates.
 - k. Contractor evaluation form.
13. Review Contractor submittals of records and reports as applicable to the project.
14. Provide a PDF copy of all diaries, logs, notebooks, accounts, records, reports, and other documents prepared as a part of the project inspection.
15. Review one copy of the "as-built" or "record" plans completed by the Contractor to the County as defined in the in the project specifications.
16. Testing and Sampling will be completed on the project based on guidelines and specifications. Testing will be completed by the contractor by a geotechnical consultant who has a certified laboratory. Testing and Sampling will be coordinated with the contractor through the project inspector. Testing and sampling will be for earthwork, concrete, graded aggregate base course, and asphalt paving. Asphalt pavement monitoring and testing will be in the field as well as at the plant.
17. NPDES inspections will be completed by the contractor on a bi-weekly basis and after significant rainfall events. Documentation will be provided to the project inspector each week.

b. Construction Observation

For the length of this agreement, the Program Manager's project representative will be made available to the Owner on an as-needed basis to provide site representation/observation. The project representative will act in the capacity of the Owner's representative, when needed, as

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directed to do so. Notification for site representation will require correspondence with the Program Manager 48 hours prior to the requested on-call service. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

- It is estimated that the Project Representative can be made available up to an average of **6 hours per week** for the duration of this agreement. Compensation will be based on a time and expense, not to exceed amount, using this weekly average as the basis for budget. If additional site visits are required, this contract will be amended to provide such additional services.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Construction observation is anticipated for the time period of this agreement. Such visits and observations shall not require Program Manager to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Program Manager does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

3. Reimbursable Expenses

Direct non-salary (reimbursable expenses), including printing and reproduction are billed at cost. Travel in private vehicles will be billed at the IRS Standard Rate and may be revised based on fuel pricing.

4. Fees

We propose that payment for our services be on a time and expense basis as needed per Effingham County request.

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APPROVED:

THOMAS & HUTTON ENGINEERING CO.

By: 
Ryan Thompson, PLA

Title: Principal-in-Charge

Date: July
2024


APPROVED:

EFFINGHAM COUNTY COMISSION

By: _____

Title: _____

Date: _____

By: 
Kevin Smith, PE

Title: On-call Contract Manager/Principal

Date: July 2, 2024

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