

EFFINGHAM COUNTY COMMISSION
MASTER SERVICES CONTRACT No. 21-007
TASK ORDER #1

TASK ORDER # 001 DATE January 24, 2023

ADDENDUM TO CONTRACT NO. 21-007 DATE April 23, 2021

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

EFFINGHAM COUNTY COMMISSION (Owner) and THOMAS & HUTTON ENGINEERING CO. (Consultant or Thomas & Hutton) this twenty-fourth day of January 2023, provide the following task order through their contract dated April 23, 2021, 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 January 2023 through June 2023. 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.

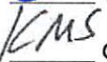
A. SCOPE OF SERVICES

1. Program Management

a. Program Management Workshop

The goal of this project will be to prepare, organize and conduct workshop to develop the goals, objectives, and logistics of the Program Management Services to be performed by the Consultant. Program managers (Consultant) will work with members of the Owner's senior management team to set the overall strategy and objectives for a group of projects. The goal will be to align the outcome of the projects with the organization's overall business goals. A workshop will be held with the Owner's senior management to lay the framework and expectations for the Program Management services to be conducted by the Consultant. The workshop will be held over a 1-day period to determine, outline and document the following:

 Owner's Initials

 Consultant's Initials

- Resource Allocation
- Organization Structure
- Communication
- Workflow
- Deliverables
- Document Management
- Project Review

This effort assumes up to sixty-five hours of Consultant staff to prepare, attend and prepare deliverables for this task. Additional effort may require additional services.

b. Priority Project Development/Capital Improvements

The Consultant will assist the Owner's senior management with developing a priority project and capital improvements plans for water systems, sanitary sewer systems, transportation systems, stormwater systems and recreation. The Plan will be based on previous and ongoing planning efforts for each system type. The projects will be determined based upon system performance and capacity/demand. Because of future planning efforts, projects will be identified to allow the Owner to accommodate and be ready for future growth, whether that is short term or long term. Prioritizing these projects, and determining a probable project development cost will allow the Owner and the County to develop a Priority Project list to plan funding and resources accordingly, and to utilize in requesting funding from various sources. The fee for this task assumes forty hours of program manager time and twenty hours of senior level effort for each of the five systems to be assessed.

c. 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.
- 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

 Owner's Initials

 Consultant's Initials

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.

d. **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.

e. **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:

 Owner's Initials

 Consultant's Initials

- 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 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 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.

We propose that payment for our services will be as follows:

Owner's Initials

Consultant's Initials

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Program Management Workshop	Time & Expense – Not to Exceed	\$ 12,500.00
Priority Project/CIP Development	Time & Expense – Not to Exceed	\$ 33,200.00
Program Management	Time & Expense – Not to Exceed	\$ 53,000.00
On-Call Construction Observation	Time & Expense – Not to Exceed	\$ 24,000.00
Reimbursable Expenses	Expense – Not to Exceed	\$ 3,000.00

In accordance with the Services Contract, Section II-1, dated April 23, 2021, this task order includes an adjustment in rates and fees as allows after the twelve-month contract time sunset of March 15, 2022. All previous billing rates are (hereby) modified to include the rates as shown on the 2023 Consulting Services Rate Sheet, attached hereto. The attached rate sheet shall be in effect during the term of this Agreement.

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

By: 
 Jason O. Chambless, P.E.

Title: Civil Department Manager/Principal

Date: January 24, 2023

By: 
 Kevin Smith, PE

Title: On-call Contract Manager

Date: January 24, 2023

APPROVED:

EFFINGHAM COUNTY COMISSION

By: 
 Wesley M. Cottrell

Title: Chairman

Date: 02/07/2023

____ Owner's Initials

 Consultant's Initials



CLIENT'S INITIALS

CONSULTANT'S INITIALS

THOMAS & HUTTON

2023 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2023 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 280.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 255.00	Senior Manager	Senior Manager Survey Party (3--Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 230.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 210.00	Project Engineer IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 200.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 185.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2--Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 170.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 160.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 150.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 135.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1--Man)	Landscape Designer II	GIS Analyst II	Field Representative III	Permit Coordinator III Application Developer II
\$ 125.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative II	Application Developer I, Permit Coordinator II, Admin IV
\$ 110.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative I	Permit Coordinator I
\$ 100.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II	Field Representative I	Admin III
\$ 95.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin II
\$ 85.00						Admin I
\$ 425.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31st, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.