



PROFESSIONAL SERVICES AGREEMENT

PROGRAM MANAGEMENT FOR VERTICAL CONSTRUCTION

This Professional Services Agreement (the “Agreement”) is made effective as of September 1, 2026 (the “Effective Date”), by and between the Effingham County Board of Commissioners, a political subdivision of the State of Georgia (the “County”), and Albeck Group, LLC, a Georgia limited liability company with an address of 982 Lexington Avenue Extension, Rincon, Georgia 31326 (the “Consultant”).

1. Scope of Services

Consultant shall provide professional program management services for vertical construction projects identified by the County. Consultant shall furnish qualified technical personnel on an as-needed basis and shall perform only services requested or authorized by the County. Services may include, without limitation:

Attend public and private meetings designated by County senior staff as necessary for successful project completion.

Coordinate with the County’s public relations personnel and assist with dissemination of project information to the public.

Assist with development or refinement of short- and long-term capital project master planning.

Assist in identifying appropriate project-delivery methods and evaluate ongoing project performance, budgets, schedules, risks, and return on investment.

Serve, when requested, as liaison among the County, engineers, contractors, vendors, utilities, agencies, and other project stakeholders.

Assist with procurement activities from pre-solicitation planning through project completion, while recognizing that final procurement authority remains with the County.

Assist with contract administration, invoice review, value engineering, scheduling, cost analysis, change-order review, and recommendations regarding proposed scope, cost, or schedule changes, with particular emphasis on early identification and resolution of issues that could create avoidable change orders, additional costs, or schedule impacts.

Monitor compliance with applicable codes, specifications, permits, and project requirements; visit construction sites as needed; and report material technical, budget, or schedule variances.

Assist with project closeout and transition of completed work to County operations.

Provide educational seminars or other related advisory services when requested by the County.



Any service outside this scope, or any anticipated cost not otherwise authorized by this Agreement, requires the County's prior written approval. Consultant has no authority to bind the County, direct a contractor to perform compensable work, approve a change order, or incur an obligation on the County's behalf unless expressly authorized in writing.

Change Order Minimization. Consultant shall proactively review project plans, specifications, scopes, schedules, budgets, and construction activities to identify conflicts, omissions, coordination issues, constructability concerns, or other conditions that could result in unnecessary change orders. Consultant shall work with the County, architects, engineers, contractors, and other project stakeholders to resolve identified issues as early as reasonably possible. A primary objective of Consultant's services shall be to avoid or minimize change orders, additional costs, and schedule impacts whenever reasonably possible. When a change order is unavoidable, Consultant shall review the proposed change for necessity, scope, cost, and schedule impact and provide a recommendation to the County prior to approval.

Staffing for Meetings and Site Visits. The parties anticipate that most meetings, site visits, routine inspections, and other routine project activities will require only one (1) Consultant representative. Consultant shall use reasonable efforts to avoid duplicative staffing and unnecessary overlapping billable time. More than one billable Consultant representative may attend the same meeting, site visit, or perform substantially overlapping work when reasonably necessary for the assignment or when requested or approved by the County. Each individual's authorized time shall be billed at the applicable per-person hourly rate stated in Attachment A.

2. Term and Renewal

The initial term begins September 1, 2026, and continues through June 30, 2029, unless earlier terminated in accordance with this Agreement. After the initial term, the Agreement shall automatically renew for successive one-year renewal terms unless either party provides written notice of nonrenewal at least thirty (30) calendar days before the expiration of the then-current term.

Each renewal and each fiscal-year obligation of the County is subject to the lawful appropriation and availability of funds. Nothing in this Agreement creates a debt of the County beyond the fiscal year for which funds have been appropriated.

3. Compensation and Expenses

The Consultant's pricing letter dated August 5, 2026, is attached as Attachment A and incorporated into this Agreement.

Consultant shall be compensated at the hourly rates stated in Attachment A, which is incorporated into this Agreement by reference. The stated rates are per person, per hour, and each individual's authorized time shall be invoiced separately. The rates in Attachment A are \$225 per hour for Slade F. Helmly, CEO/Senior Project Manager, and \$225 per hour for David Scott, Vice President of Engineering. Consultant shall invoice only for services actually performed and authorized. Direct, non-salary reimbursable expenses, including printing and reproduction, shall be billed at actual cost without



markup. Mileage for use of a private vehicle shall be reimbursed at the then-current Internal Revenue Service standard mileage rate. Travel or other unusual expenses require prior written approval. Consultant may not increase the rates during the initial term or any renewal term without a written amendment approved by the County.

Invoices shall include the dates of service, personnel performing the work, hours, tasks performed, project charged, and supporting documentation for reimbursable expenses. The County will pay approved invoices in accordance with its normal payment procedures. Payment does not constitute acceptance of deficient services.

4. Authorization and County Project Contacts

Work shall be performed only upon written direction from the County Manager, Procurement and Contract Services Director, or an authorized County project manager. The County may assign or change project contacts by written notice. Consultant shall coordinate its activities with County staff and shall promptly disclose potential cost, schedule, scope, or compliance concerns. Consultant shall not authorize, direct, or represent that the County has approved any change order, extra work, or additional compensation unless specifically authorized in writing by the County.

5. Standard of Care and Independent Contractor

Consultant shall perform the services with the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances. Consultant is an independent contractor and is solely responsible for its personnel, payroll, taxes, benefits, methods, and means. Nothing creates an employment, partnership, joint venture, or agency relationship.

6. Records, Audit, and Ownership

Consultant shall maintain complete and accurate project and billing records for at least five (5) years after final payment, or longer if required by law or a funding source, and shall make such records available to the County for inspection and audit upon reasonable notice. Work product prepared specifically for the County and paid for by the County shall become County property, subject to Consultant's rights in pre-existing materials and professional instruments of service.

7. Confidentiality and Open Records

Consultant shall protect confidential information received from the County and use it only to perform this Agreement. Consultant acknowledges that records related to this Agreement may be subject to the Georgia Open Records Act. The County does not guarantee that any record can be withheld from disclosure and shall determine responses to public-records requests in consultation with legal counsel.

8. Insurance and Compliance with Law

Consultant shall maintain insurance appropriate to the services and in limits required by the County, and shall provide certificates of insurance upon request. Consultant shall comply with all applicable federal,



state, and local laws, ordinances, regulations, licensing requirements, and County policies. Consultant shall comply with Georgia's E-Verify requirements when applicable and provide required affidavits before commencing work.

9. Conflicts of Interest and Ethics

Consultant shall avoid actual or apparent conflicts of interest, promptly disclose any potential conflict, and shall not accept compensation from a contractor, vendor, engineer, or other party in connection with a County project without the County's prior written consent. Consultant shall not participate in a recommendation or decision in which Consultant has a financial interest.

10. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the County and its officers, employees, and agents from claims, damages, losses, liabilities, and reasonable costs to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant or persons for whom Consultant is legally responsible. Nothing in this Agreement waives any immunity or defense available to the County.

11. Termination

Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice. The County may terminate immediately for material breach, violation of law, loss of required insurance or licensure, conflict of interest, or failure to perform after written notice and a reasonable opportunity to cure when appropriate. Upon termination, Consultant shall cease work as directed, deliver County records and work product, and submit a final invoice for authorized services satisfactorily performed through the termination date. The County shall not be liable for lost profits or work not performed.

12. Notices

Notices shall be in writing and delivered personally, by nationally recognized overnight carrier, certified mail, or email with confirmation of receipt to the addresses below, or to any replacement address designated in writing:

COUNTY	CONSULTANT
Effingham County Board of Commissioners	Albeck Group, LLC
Attn: County Manager	Attn: Slade F. Helmly, CEO
804 South Laurel Street	982 Lexington Avenue Extension
Springfield, Georgia 31329	Rincon, Georgia 31326
Copy to: Procurement and Contract Services	



13. Miscellaneous

This Agreement, including Attachment A, any written amendments, and authorized task documentation, constitutes the entire agreement concerning the services and supersedes prior proposals or understandings for services performed on or after the Effective Date. If a conflict exists between this Agreement and Attachment A, this Agreement controls. Amendments must be in writing and signed by authorized representatives of both parties. Consultant may not assign or subcontract material obligations without the County's prior written consent. If any provision is unenforceable, the remaining provisions remain effective. No waiver is continuing unless stated in writing. Georgia law governs, and venue shall lie in a court of competent jurisdiction serving Effingham County, Georgia. Headings are for convenience only. This Agreement may be executed in counterparts and by electronic signature.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**EFFINGHAM COUNTY BOARD OF
COMMISSIONERS**

ALBECK GROUP, LLC

By: _____

By: _____

Name/Title: _____,
Chairman

Name/Title: Slade F. Helmly, Chief Executive
Officer

Date: _____

Date: _____



August 5, 2026

Ms. Danielle Carver
Procurement and Contracts Manager
Effingham County Purchasing Department
601 North Laurel Street
Springfield, GA 31329

Re: Request for Contract Extension through June 2029 and Hourly Rate Increase (September 2026 – June 2029)

Dear Ms. Carver:

Thank you for intending to bring the County’s agreement with Albeck Group up to date and establishing the new contract for Program Management for Vertical Construction. Albeck Group is pleased to present this proposal to you. Please find hourly rate modifications attached for inclusion with the contract renewal.

Name	Position	Hourly Rate
Slade F. Helmly	CEO/Senior Project Manager	\$225
David Scott	Vice President of Engineering	\$225

We appreciate our relationship with Effingham County and look forward to continuing to work with you. Should there be any questions or if additional information is needed from us, please let me know.

Sincerely,

ALBECK GROUP LLC

Slade F. Helmly
CEO