



**Construction Phase Project Management Services –
Walton County Georgia – Walnut Grove Park
March 05, 2024**

BETWEEN: **Walton County Board of Commissioners**
303 South Hammond Drive, Suite 330
Monroe, GA 30655
C.O: David G. Thompson, Chairman

Hereinafter referred to as the **Walton County or Owner.**

AND: **ASCENSION Program Management, LLC.**
2990 Summit Lane
Monroe, Georgia 30655
C.O: Thomas J. “Jeff” Prine, CEO/President

Hereinafter referred to as **APM**

FOR: Walton County Georgia – Walnut Grove Park – Construction Phase - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING

Walton County, Georgia wishes to develop a new Park, (Walnut Grove Park) located at intersection of HWY 81 and Anglin road. The park is to include Active Recreational Facilities such as Softball Fields, Amphitheater, Community Center, and various support elements. Walton County needs assistance in APM providing Project Management Services.

Our roles include:

1. **ASCENSION PM** – Point of Contact for Client and service provider.

ASSUMPTIONS The fees are predicated on the following conditions:

1. Total Duration of APM Construction Phase Services is modified to include up to a 20 Month Construction period between March 2024 up to October 2025.

SCOPE OF BASIC SERVICES: APM’s Scope of Basic Services indicated as follows:

TASK 6.0 - PROJECT CONSTRUCTION PHASE MANAGEMENT: as divided into Two Sub-Tasks:

1. Administration of the Projects.
2. Project Completion / Close-out Services.

SUB-TASK 6.1 - ADMINISTRATION OF THE PROJECTS.

APM will provide contract administration as an agent and representative of the Owner and to establish and implement coordination procedures between the Owner, Design Consultant and General Contractor.

6.1.2 CONTRACT ADMINISTRATION. APM will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.

6.1.3 SUBMITTAL PROCEDURES. APM will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the Owner's representative, APM will be the party through which change orders, payment requests, submittals and information will be processed from General Contractor to the Owner and/or Owner to the General Contractor .

6.1.4 JOB SITE MEETINGS. APM will conduct Bi-Monthly job-site progress meetings with the General Contractor , conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing, and distribution of minutes by the General Contractor to all attendees, the Owner, and all other appropriate parties.

6.1.5 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING. APM will coordinate the technical special inspections and testing provided by the Owner’s Material Testing Company and / or by the General Contractor as part of their contract administration if so established. All technical special inspection reports will be in a format approved by APM and will be received by the APM and General Contractor on a regular basis.

6.1.6 CONSTRUCTION OBSERVATION. APM will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies observed in the Work.

- APM's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
- These observations will not, however, cause APM to be responsible for those duties and responsibilities which belong to the General Contractor, and which include, but are not limited to, the Design Consultant ’s obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- As outlined within this agreement, APM will provide periodic on-site inspection services.

6.1.7 NON-CONFORMING WORK. APM will, in conjunction with the Design Consultant , make recommendations for corrective action on observed nonconforming work. APM will make recommendations to the Owner and General Contractor in instances where APM observes work that, in its opinion, is defective or not in conformance with the Contract Documents.

6.1.8 EXERCISE OF CONTRACT PREROGATIVES. When appropriate, APM will advise the Owner of any recommendations for exercising contract prerogatives, such as giving the General Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to General Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

6.1.9 PROJECT/CONSTRUCTION SCHEDULE. Upon the execution of the Construction Contract by Walton County to the successful General Contractor, APM will review the General Contractor's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.

- Using the critical path method, this schedule will have no activity duration greater than 14 calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
- APM will receive the detailed Schedule from the General Contractor and distribute it to the Owner and other appropriate parties.

6.1.10 SCHEDULE OF VALUES. APM will review and coordinate the General Contractor's reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

6.1.11 CONSTRUCTION PROGRESS REVIEW. APM will review the progress of construction with the General Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

- This review will reflect the General Contractor's contractual progress and be the basis for the monthly progress payment to the General Contractor.
- This review will indicate to the Owner when notices to the Design Consultant for acceleration of the Work and Owner prerogatives are appropriate.

6.1.12 MONTHLY CONSTRUCTION SCHEDULE UPDATES. APM will review the monthly construction schedule updates prepared by the General Contractor. After an evaluation of the actual progress as observed by APM; schedule activities will then be assigned percentage-complete values in conjunction with the General Contractor.

- The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
- This review will also be the basis for determining the implementation of certain Owner prerogatives concerning the progress of the Project, when required.

- 6.1.13 MONTHLY GENERAL CONTRACTOR 'S PAYMENT.** APM will coordinate with the General Contractor a review of the monthly payment request and make recommendations pertaining to payment to each.
- This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a General Contractor has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the General Contractor.
 - By issuing a Certificate for Payment and by processing applications for payment, the APM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the General Contractor has used the previous monies paid on account of the construction contract sum.
- 6.1.14 RECOVERY SCHEDULE.** APM shall enforce the Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the General Contractor.
- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the General Contractor to recapture the lost time and complete the Work in accordance with the Completion Dates.
 - This Recovery Schedule will be distributed from the General Contractor to APM, the Owner and other appropriate parties.
- 6.1.15 CHANGE ORDER PROCESSING SYSTEM.** APM will establish and implement a Change Order processing system as set forth in the requirements of the Construction Contract.
- All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary.
 - The request for proposal will be transmitted to the General Contractor and a detailed breakdown of cost and time extension requested will be returned to APM from the General Contractor for evaluation.
 - APM will make recommendations to the Owner prior to execution of change orders.
 - All change orders and requests for proposals will be tracked in the General Contractor's COP log, which will be the basis for the Change Order report to the Owner. All Change Orders will be approved and executed following Walton County procedures.
- 6.1.16 EVALUATE PROPOSAL COST.** APM, along with the Design Consultant, will evaluate the General Contractor 's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
- 6.1.17 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** APM will negotiate change order costs and time extensions on behalf of the Owner when appropriate. APM will advise the Owner of acceptability of price and time extension prior to the execution of any change order.
- 6.1.18 FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner, APM will review the daily force account records provided by the General Contractor or Owner to determine the actual worth and time required for the work.

6.1.19 EQUIPMENT INSTRUCTION MANUALS. Unless otherwise directed by Walton County, APM will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.

6.1.20 AS-BUILT DOCUMENTS. APM will perform coordination and expediting functions in connection with the General Contractor's obligation to provide "as-built" documents.

6.1.21 TRAINING SESSIONS. APM will coordinate with the General Contractor to schedule training sessions for the Owner's maintenance and operational personnel and will ensure that the General Contractor's obligation in providing this training is fulfilled.

6.1.22 SUBSTANTIAL COMPLETION. Upon the General Contractor's request, APM, along with the Design Consultant, will determine the remaining work necessary for Substantial Completion and notify the General Contractor and Owner of any observed deficiencies. When incomplete work or defective work has been remedied, APM will advise the Owner of acceptability of Project completeness and request the General Contractor to prepare a Certificate of Substantial Completion for the Owner's consideration. In the event of remaining incomplete items, the APM will, upon the Owner's concurrence, issue Certificate of Substantial Completion with exceptions noted. A certificate of substantial completion shall not be issued without the concurrence of the Owner.

6.1.23 FINAL COMPLETION. APM will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Projects, make a report to the Owner which will indicate whether APM will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the General Contractor.

SUB-TASK 2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

6.2.1 OCCUPANCY PERMIT. APM will coordinate with the Design Consultant and General Contractor in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

6.2.2 ANNUAL WARRANTY INSPECTION. APM along with the Walton County Staff and General Contractor will conduct a 1 Year Annual Warranty Inspection, at or near the anniversary of Substantial Completion. Items found defective will be added to a list and the General Contractor found responsible for their repair or replacement.

COMPENSATION

APM proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:

TASK: _____ **Fee:** _____

TASK 6.0 – Project Construction Phase Management.

Schedule (March 2024 – August 2025) =
20 months =

\$140,400.00

NOTE: Notwithstanding the foregoing fee calculation and the 20-month construction schedule, APM shall provide the project management services provided for herein for the fee listed under Compensation above. To the extent the project’s construction schedule exceeds the 20-months, APM will bill their time hourly using the hourly rates below until the project is completed.

For any additional services approved by the Owner, the following 2024 hourly rates will apply:

Sr. Project Manager	\$140.00 MH
Project Manager	\$135.00 MH
Project Controls - Estimator	\$160.00 MH
Scheduler	\$165.00 MH

REIMBURSABLE COSTS (Budget)

Reimbursable costs, or expenses incurred in direct relationship to this project, are included as part of the **Cost Not to Exceed Fees**. They include such items as trips to Walton County Facilities for meetings or to the Project Site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Any Reimbursable scope not identified above is not included within the Cost Not to Exceed Fees listed above and shall be billed at 1.0 times actual cost incurred.

Proposed by:

ASCENSION Program Management, LLC.

A handwritten signature in blue ink that reads "Thomas J. Prine". The signature is stylized and cursive.

Thomas J. Prine, CCM, LEED AP
CEO / President

Accepted by:
Walton County Board of Commissioners

Signature

David G. Thompson – Chairman

Date

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TERMS AND CONDITIONS

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the APM as Consultant for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein APM offer to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:

The work performed by APM shall not be construed as design services. APM will perform Project Management services for said project.

RIGHT OF ENTRY: APM will coordinate entry with Walton County Staff. APM will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If Owner desires us to restore the land to its former condition, we will comply and add the cost to the fee.

CHANGED CONDITIONS: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to APM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, APM may call for renegotiations of appropriate portions of this Agreement. APM shall notify the Client of the changed conditions necessitating renegotiations, and APM and the Client shall promptly and in good faith enter into renegotiations of this Agreement. In establishing fees for any additional services to be performed, APM shall utilize the same fee schedule already agreed upon.

If during the execution of the work we are required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

INFORMAL DOCUMENTS: From time-to-time APM may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

SITE SAFETY: APM will make visits to the job site to observe the progress of the work and to observe whether it is, in general, being performed in accordance with the plans. APM shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms, or other work aids; and shall not be responsible for superintending the work. APM shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, APM and APM's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

STANDARD OF CARE: In providing services under this Agreement, APM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

DELAYS: APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

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OWNER DISCLOSURE: Owner agrees to advise APM prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State, or local public agencies any conditions of the site that may present a potential danger to public health, safety, or the environment. The owner agrees to notify the appropriate Federal, State, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

INSURANCE: APM shall at his own expense, carry and maintain the following insurance:

a.	Worker's Compensation	\$1,000,000
b.	General Liability	
	1) Each Occurrence	
	(Bodily Injury and Property Damage):	\$1,000,000
	2) General Aggregate:	\$2,000,000

PAYMENT: Unless otherwise agreed and noted herein, invoices will be rendered bi-monthly for the estimated percentage of the services completed. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one-half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall cause termination by APM. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of APM's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices.

LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of APM to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty (express or implied) of APM, shall not exceed the total fees paid by the Client to APM for services under this Agreement. The limitation of liability provided for herein shall not be applicable to claims, losses, costs, or damages arising or resulting from APM's gross negligence or intentional misconduct.

PROMPT NOTICE

Client will give prompt written notice to APM whenever Client observes or becomes aware of any development that affects the scope or timing of APM's Scope of Services.

FURNISHED DATA

Client will provide APM with all data and information regarding Client's requirements for the Project in its possession, including, but not limited to, previous reports, maps, surveys, and all other information relating to APM's Scope of Services on the Project. APM shall be entitled to rely upon the accuracy, timeliness and completeness of the information provided by Client

FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, which may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

DISPUTE RESOLUTION: The parties agree to attempt to resolve any dispute without resorting to litigation through the use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation

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administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

SEVERABILITY: In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

INTEGRATION: This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and APM shall survive the completion of the services and the termination of this Agreement.

TERMINATION/CANCELLATION

This Agreement may be terminated by the Client for convenience after seven (7) days written notice to APM. In the event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

Either party may terminate this Agreement hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party. In the event of such a termination, APM shall be paid its compensation for services performed consistent with this Agreement and the applicable standard of care and necessary expenses incurred therewith prior to the date of termination.

COMPLIANCE WITH THE LAW. APM shall promptly notify Owner if APM becomes aware that the design or construction of the Project violates any provision of law including, without limitation, the Americans with Disabilities Act.

GOVERNING LAW: All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the State of Georgia.