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**Proposal for Project Management Services – TO #4  
Walton County Georgia – Hard Labor Creek  
Recreation Area  
January 06, 2023**

**BETWEEN:** **Walton County Board of Commissioners**  
303 South Hammond Drive, Suite 330  
Monroe, GA 30655  
C.O: David 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 – TO #4 Hard Labor Creek Recreation Area - Project Management Services**

Hereinafter referred to as the Project.

**PROJECT UNDERSTANDING**

Walton County, Georgia wishes to develop a new, Recreation Area located at Hard Labor Creek Reservoir along Social Circle Airplay Road. Park is to include Passive Recreational Facilities such as Parking, Trails, Boat Ramp and Dock, Fishing Pier, and Restroom Facility. Walton County needs assistance in APM providing Project Management Services associated with Cost Estimates and Grant Administration.

Our roles include:

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

**ASSUMPTIONS** The fees for Basic Services are predicated on the following conditions:

1. Walton County has contracted with Precision Planning to provide Design and some support services such as Preliminary Field survey & Geo Technical services.
2. APM to assist County Manager in developing Cost Estimates in support of the GA DNR Application for funding.
3. APM to assist County Manager in Grant Administration once approved by GA DNR.

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

**TASK 1.0 – PRE-APPLICATION PROCESS (to be completed by April 1, 2023):**

- 1.1.1 Pre-application Cover Letter.** APM will work with Walton County Staff to develop a Cover Letter.
- This official letter is the instrument demonstrating support and authority to submit a Pre-application, signed by a ranking authorizing representative of the entity (Board Chairperson). It must be on official letterhead.
- 1.1.2 Preliminary Site Plan and/or Conceptual Plan.** It appears that Walton County has achieved this with Precision Planning.
- 1.1.3 Property Boundary Map.** It appears that Walton County has achieved this with Precision Planning.
- *This map shall depict the official boundary, as committed to by the Applicant, which shall be considered the Project Site. All GOSP funded elements must reside within the Property Boundary Map. For acquisitions, the Property Boundary must be the entire parcel(s) receiving GOSP funding. For stewardship projects, it may be only that portion of an existing parcel(s) affected by GOSP funding.*
- 1.1.4 Project Location Map/ Photos of the Site (Optional).** It appears that Walton County has achieved this with Precision Planning.
- *An unofficial map depicting the relative location of the Project Site to local towns and cities. GADNR staff will utilize this map in order to visit the Project Site for GADNR required inspections. Websites such as Google Maps, Rand McNally, etc. will suffice in being the basis for this map.*
- 1.1.5 Generalized Project Budget Worksheet.** APM will develop the Generalized Project Budget worksheet on behalf of Walton County.
- *This budget shall include all categories of expenditures, modestly detailed enough to reflect the types of materials and expenses anticipated for reimbursement. Only items and values on this budget will be considered for reimbursement.*
- 1.1.6 Other Items as follows:**
- **A resolution adopted by the governing entity of the Applicant authorizing the application and committing all funds required to complete the proposed project.**  
*(This is a document of the Applicant's own creation and uploaded into the application portal)*
  - **Current copy of the lease or conservation easement (if applicable)**
  - **A copy of the proposed conservation easement agreement (if applicable)**
  - **Proof of accreditation of application and/or easement manager (if applicable)**
  - **Copy of conservation easement management plan, current and/or proposed (if applicable)**

- **Signed statement from landowner expressing support (if applicable)** – A legally defensible document that demonstrates the support of the landowner for the project in its entirety *if the Applicant and owner are not the same.*  
*(This is a document of the Applicant’s own creation and uploaded into the application portal)*
- **Letters of financial commitment from sponsors and partners**  
*(This is a document of the Applicant’s own creation and uploaded into the application portal)*
- **Approvals to cross a public highway or a public utility right-of-way (if applicable)** - Applicants with projects requiring the use of known existing Rights of Way should contact the Georgia Department of Transportation (GDOT) for direction on attaining approval for use as needed. Failure to do so may cause delays in the in the execution of the Project Agreement.
- **Appraisals** (Acquisition or real property donation only. See section 2.1 and 2.3E) – Subject to GADNR independent appraisal review. See section 2.1

**TASK 2.0 – GRANT ADMINISTRATION (24 months to complete from the date of the mutually signed project agreement):** To the extent Walton County is approved to receive Grant Funds, APM will assist in the Administration of said project and funds as follows:

**2.0 Reporting.** APM will assist Walton County in generating and submitting the required reports as follows:

- **Quarterly Progress Reports:**  
Once a Project Agreement is signed, the Grantee shall report to GADNR on the progress of the project, on a quarterly basis as follows:
  - Period beginning January 1, ending March 31: Report is due April 30.
  - Period beginning April 1, ending June 30: Report is due July 31.
  - Period beginning July 1, ending September 30: Report is due October 31.
  - Period beginning October 1, ending December 31: Report is due January 31.

**2.1 Reimbursement Requests.** APM will assist Walton County in achieving reimbursement requests.

- *Payment of grant funds is primarily on a reimbursement basis. Accurate and comprehensive documentation of project costs is critical. Applicants will be required to submit to GADNR a Reimbursement Request as well as detailed documentation (e.g. proof-of-purchase, proof-of-payment, force account details, etc.) prior to reimbursement. Where required by law, intergovernmental agreement, or budget policy, etc., state agencies may be allowed funding draws, requiring approval of GADNR. All reporting responsibilities must still be adhered to throughout the entirety of the project.*

**Partial Billings**

- *A partial billing is considered to be a request made before the project is completed. Total partial billings may not exceed 75% of the total grant amount. 25% of each reimbursement request will be held as retainage until 25% of the total approved grant amount is reached.*

**Final Billing**

- *A final billing is made when the project’s scope of work is complete. All required documentation has been submitted and approved, and the project is open to the public, if applicable. Grantees must submit a Final Reimbursement Request and identify any*

*remaining unneeded surplus balance.*

**2.2 Final Report.** APM will assist Walton County in the development of the final report as follows:

- *Grantees must inform GADNR that their project is complete by submitting a Final Report and mark it as “final” prior to the expiration of the 24-month project period. The final report serves as notice that the Grantee has completed the project in compliance with applicable regulations and must include:*
  - **Digital images of all completed project elements which received funding.**
  - **Indication that the project is complete**, accessible, and open to the public, if applicable.
  - **Documentation that all corrective items identified during the GADNR final on-site inspection have been completed.** This may require an additional GADNR final inspection prior to close out.
  - **Official As-built drawings in .pdf format**
  - **For acquisitions only** - An updated property deed with required Protective Language and recording stamp from the local jurisdiction’s County Clerk’s office.
  - **Final reimbursement request** submitted to GADNR, marked as “Final”.
  - **Authorizing officer’s signature**

**COMPENSATION**

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

**TASK 1.0 – Pre-Application Process.**

Fee = 60 Man-Hours x \$135 MH = **\$ 8,100.00**

**TASK 2.0 – Grant Administration Process.**

Fee = 180 MHs x \$135 = **\$24,300.00**

**TOTAL: \$32,400.00**

For any additional services approved by the Owner, the following 2023 hourly rates will apply:

Sr. Project Manager	\$135.00 MH
Project Manager	\$130.00 MH
Project Controls - Estimator	\$140.00 MH
Scheduler	\$145.00 MH

**REIMBURSABLE COSTS (Budget)**

Reimbursable costs, or expenses incurred in direct relationship to this project, and 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 1.1 times actual cost incurred.

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Proposed by:

**ASCENSION Program Management, LLC.**



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

Accepted by:

**Walton County Board of Commissioners**

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Signature

David Thompson – Chairman

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

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**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 event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

This Agreement may be terminated by either party 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 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.