



**Task Order 01- AMENDMENT #1 for Project
Management Services – Walton County Georgia –
Walnut Grove Park
July 05, 2021**

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 – Walnut Grove Park – AMENDMENT #1 - 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. Park is to include Active Recreational Facilities such as Baseball Fields, Gymnasium, Multi-Purpose Fields, 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 for Amended Basic Services are predicated on the following conditions:

1. Total Duration of APM Design Phase Services is modified from sunseting on October 17th, 2022, to now be April 30, 2023, or increase of 7 Months.
2. Walton County will assist in providing a Working Committee made up of Staff and others to participate in working with APM and Lose Design during the Design Phase. Their input will guide and direct us through all design decisions.
3. APM will continue to work with Walton County to identify and determine specific Funding options and therefore a Phase 1 to issue out for Bid.
4. Once a specific Phase 1 funding and scope is identified, APM will develop an Amendment tied to that scope and timetable.
5. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.

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

TASK 1.0 – REQUEST FOR PROPOSALS (Design Consultant Services): *Completed*

TASK 2.0 – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD: *On-going*

- 2.1 Develop Dashboard.** APM, working with Walton County Director of Facilities and Chairman of the Board of Commissioners will develop a specific Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.
- 2.2 Reports.** With Walton County’s assistance, APM will develop specific reports as required to meet the needs of the Chairman, Facilities Director, Department Director, and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.
- 2.2 Finance & Project Budget Reconciliation.** APM will require that all Invoices tied to the Project’s Budget come to us for review prior to being paid. APM will monitor all contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, APM will forward to the Department Director and Finance recommending so.

TASK 3.0 – MASTER PLAN PHASE MANAGEMENT: *Completed*

TASK 4.0 - PROJECT DESIGN PHASE MANAGEMENT: include the following Tasks:

- 4.0 DESIGN PHASE COORDINATION.** APM will serve as the Owner’s representative in coordination of the Design Consultant 's activities and will provide leadership with respect to the implementation of design phase procedures by all parties. The Owner will make all related design decisions with the technical assistance of APM.
The below tasks will be accomplished to the best of their ability while maintaining the schedule.
- **Schematic Design:**
 - Presentation to and approval from the Owner on a proposed Schematic Design Report.
 - **Design Development:**
 - Presentation to and approval from the Owner on a proposed Design Development Report.
 - **Construction Documents:**
 - Presentation to and approval from the Owner on a proposed Construction Documents Report.
- 4.1 MONITOR DESIGN SCHEDULE.** APM will expedite the flow of information between the Owner, the Design Consultant , and other parties. APM will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.

- 4.2 DESIGN PROGRESS MEETINGS.** APM will conduct design progress meetings in conjunction with the Owner, Design Consultant Team, and others found necessary. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. APM will coordinate the Design Consultant 's recording, transcribing, and distributing of minutes of these meetings to all attendees and all other appropriate parties.
- 4.3 COST MANAGEMENT PROCEDURES.** APM will implement and maintain cost management procedures throughout the Design phase.
- 4.4 LIMITED DESIGN REVIEW.** APM shall review the in-progress design documents for adherence to the Design Intent. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. APM's comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not:
- Relieve the Design Consultant of its responsibility to provide sound design and properly prepare contract documents; and
 - Make APM in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant .
- 4.5 CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, APM will provide input to the Owner and Design Consultant Team relative to value, sequencing of construction, duration of construction of various building methods, and constructability.
- 4.6 COORDINATION REVIEW.** APM will review the Design Consultant 's 95% contract document submissions and provide written comments on the various disciplines, including architectural, structural, mechanical, electrical, and plumbing.
- 4.7 COORDINATE DESIGN COMMENTS.** APM will provide coordination between the Design Consultant and the Owner, to obtain the proper flow of information. APM will coordinate the design reviews at the Schematic Design, Design Development, 95% Construction Documents and 100% Construction Documents phases and will compile and expedite Owner's comments to the Design Consultant .
- 4.8 EXPEDITE AGENCY REVIEWING AND APPROVALS.** APM will oversee the Design Consultant 's efforts in securing and transmitting appropriate documents to the various approving and / or permit agencies at the appropriate times.
- 4.9 DESIGN PHASE SCHEDULE.** APM will continuously monitor the design phase schedule and make reports to the Owner and Design Consultant . APM will advise the Design Consultant and Owner when potential or actual constraints to the schedule exist and make recommendations for corrective action.

- 4.10 COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, 95% CD or 100% CD Estimates, APM will conduct cost adjustment sessions with the Design Consultant and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design Consultant for design adjustments to the documents.
- 4.11 VALUE ANALYSIS STUDY.** APM will participate in a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be reviewed with the Owner, Design Consultant, and other appropriate parties.
- 4.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will be reviewed with the Owner, Design Consultant, and other appropriate parties.
- 4.13 VALUE ENGINEERING.** APM will participate in a Value Engineering Workshop on the Project as found necessary. The results of this effort will be reviewed with the Owner and Design Consultant.
- 4.14 COST MONITORING.** APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.

Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services

July 05, 2022

Page | 5

COMPENSATION

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

| <u>TASK:</u> | <u>Fee:</u> | <u>Status:</u> |
|---|--|---|
| TASK 1.0 – Design Consultant RFP Development and Management. Projected Schedule (Jan. 05 – March 01, 2022) Fee = 80 Man-Hours x \$125 MH = | \$10,000.00 | Completed |
| TASK 2.0 – Develop & Manage Financial Project Dashboard. Projected Schedule (Jan. 05 – On-going) Fee = 80 Man-Hours x \$125 MH = | \$ 10,000.00 | On-going |
| TASK 3.0 – Master Plan / Project Due Diligence. Projected Schedule (March 04 – May 17, 2022) Fee = 80 Man-Hours x \$125 MH = | \$ 10,000.00 | Completed |
| TASK 4.0 – Project Design Phase Management. Original Schedule (May 18 – October 2022) Fee = Balance = | \$ 21,250.00 \$ 17,750.00 | (\$ 3,500.00) \$ 17,750.00 |
| AMENDMENT 1: Additional Schedule & Scope (October 2022 – April 30, 2023) | \$ 54,000.00 | |
| TASK 5.0 – Bid & Award – Construction Services. Projected Schedule (Sept. 08 – Dec. 06, 2022) Fee = 80 MHs x \$125 MH = | \$ 10,000.00 | |
| TASK 6.0 – Project Construction Phase Management. Projected Schedule (Dec. 08, 2022 – Dec. 20, 2023*) = Fee = 34 MHs per month x 12 months = 408 MHs x \$125 = | \$ 51,000.00 | |
| TOTAL: | \$112,250.00 | |
| AMENDMENT 1: | \$ 54,000.00 | |
| REVISED TOTAL: | \$166,500.00 | |

For any additional services approved by the Owner, the following 2022 hourly rates will apply:

| | |
|------------------------------|-------------|
| Sr. Project Manager | \$135.00 MH |
| Project Manager | \$130.00 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, 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.

Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services

July 05, 2022

Page | 6

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.

Proposed by:

ASCENSION Program Management, LLC.



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

Accepted by:

Walton County Board of Commissioners

Signature

David Thompson – Chairman

Date

Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services

July 05, 2022

Page | 7

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

Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services

July 05, 2022

Page | 8

for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

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, 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 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

Walton County Georgia – Walnut Grove Park – AMENDMENT #1 - Project Management Services

July 05, 2022

Page | 9

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 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 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.