



**PROFESSIONAL SERVICES AGREEMENT FOR
WALNUT GROVE PARK**

(FIRST AMENDMENT)

WHEREAS, Walton County, Georgia (“County”) and Lose & Associates, Inc. d/b/a Lose Design (“Consultant”) have entered into that certain Professional Services Agreement effective March 01, 2022, and incorporated herein by reference (“Agreement”); and

WHEREAS, the County and Consultant entered into the Agreement for developing a Walnut Grove Park Overall Master Plan and Order of Magnitude Cost Estimate along with a proposed Phase 1.

WHEREAS, pursuant to the Agreement, Section II the County reserved the right to order changes in the Work to be performed under the Agreement by altering or adding to the Work through a written Change Order (i.e., amendment) executed by the Parties and specifying the changes ordered and any necessary adjustment of compensation and completion time.

WHEREAS, information was presented to the Board of Commissioners for its consideration related to the terms and conditions of this First Amendment and the Board resolved to approve the terms and conditions of this First Amendment; and

WHEREAS, the County and the Consultant desire to amend the Agreement to add additional Work and to increase the Maximum Contract Price.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. Pursuant to Section II, the Parties agree to amend the Work by adding a new **Exhibit E.1** containing **Amendment Proposal #1**, as attached, which new exhibit supplements the existing Exhibit E.

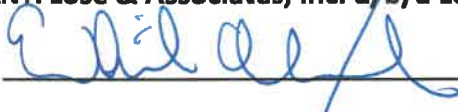
REFER TO ATTACHED CONTENTS OF PROPOSED NEW EXHIBITS TO THIS AMENDMENT

2. Pursuant to Section II, the Parties agree to amend Section III B, of the Agreement to increase the **Maximum Contract Price** by **\$2,360,000.00** for all the additional work described within the attached Exhibits therefore increasing the **overall Agreement to \$ 2,439,760.00**. Refer to **Exhibit E.1 containing Amendment Proposal #1 - Phase 1 Components, (\$2,360,000.00)**.

3. Except as provided herein, all other terms and conditions in the Agreement shall remain in full force and effect.
4. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
5. Each of the individuals executing this First Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.
6. The effective date of this First Amendment shall be the date the last Party hereto executes as indicated below.

IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CONSULTANT: Lose & Associates, Inc. d/b/a Lose Design

Signature: 

Attest/Witness:

Signature: 

Print Name: Aaron St Pierre

Title: Associate Vice President

COUNTY: WALTON COUNTY, GEORGIA

By: David G. Thompson, Chairman

[COUNTY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: County Clerk

Approved as to form:

County Attorney

Date

Exhibit E.1
Amendment Proposal #1 – Phase 1 Components

AMENDEMENT PROPOSAL

EXHIBIT E.1

Project Name:	Walnut Grove Park Construction Documents	Amendment Proposal: 01
Lose Project #:	22010	Date: 07-05-2022

DESCRIPTION

Adjustment of contract fee for the provision of professional design services for development of construction documents, permitting services, bidding assistance services and construction related services as described below.

SCOPE OF SERVICES

Walton County, GA wishes to implement Phase 1 development recommendations identified in the Walnut Grove Park Master Plan. The subject properties are located at 995 Hwy 81, Loganville, GA 30052 (PINs: WG010040, WG 010042, WG010043, WG010044, C0520069, C0520069A00, C0520068, WG010004). The project area will encompass approximately 95 acres of the 227 total available acres. We will coordinate with the client team early in the construction document process to verify master plan elements that fit within the designated budget for inclusion in the Phase 1 development package. The scope of the proposed development for Phase 1 is illustrated on Attachment "A" at the end of this document.

PROJECT APPROACH

TASK 1- INITIATION AND PRE-DESIGN

To initiate the project, Lose Design will meet with the client team to revisit the project scope, review the schedule, and establish key delivery dates. This meeting will provide the opportunity to identify known issues and concerns, to gain an overview of the County's resources and to discuss specific areas that may require special attention during the planning process.

Following the initial meeting, we will facilitate up to two focus group meetings with the client team to establish key programming requirements for the project. We propose that separate programming meetings for the recreation center and amphitheater be utilized to identify specific client needs for these specialized facilities. We will also use this period to submit a programming questionnaire to the client team to assist in design and

specification of desired materials, finishes, systems, equipment, controls, etc. to be utilized in the project.

Concurrent with the focus group meetings, design team staff will begin initial coordination with permit officials and gather background information on development codes.

During the pre-design process, we would also engage our skate facility design partners to facilitate a public input meeting with the local skating community. This meeting is intended to provide an engaging way to determine the skill level and desired features that will be included in the skate park design.

TASK 2- SITE SURVEYING SERVICES

Concurrent with the initiation and pre-design phase of our services, we will engage our survey team partners to begin collecting supplemental property data that will be required for design and permitting. Upon receipt of the survey data, design team members will visit the site to confirm the information and coordinate any additional survey data that may be required.

TASK 3- JURISDICTIONAL WATERS DELINEATION SERVICES

It is our understanding that there are likely jurisdictional waters within the project area that will require delineation services to determine the limits of applicable buffers in relationship to the project area. Our team environmental engineers will perform a field survey to document and delineate any water resources present on the site. All delineated water resources will be marked with flagging tape, which will then be collected by our surveyor team partner. We will provide a detailed report to the client team on our findings from the field survey.

TASK 4- SCHEMATIC DESIGN SERVICES

Upon completion of the tasks above, Lose Design team members will begin production of schematic design services. This preliminary design phase will evaluate the scope of work to be accomplished in relation to the budget. Plans for the buildings, site work, utilities, and other systems will be developed to a schematic level. During this process, we will continue to coordinate with and plan to meet with permitting staff to listen to their early suggestions on the plans. We will note desired geotechnical boring locations and coordinate with our team partners to provide geotechnical

reports as necessary to help develop early structural considerations. Along with the schematic plans, we will develop a preliminary opinion of probable cost for the project. As the plans are completed, we will hold a review meeting with your team. We will note discussions during this meeting and submit them to the client team for review and confirmation.

TASK 5- LOW VOLTAGE SYSTEMS AND AUDIO/VISUAL SYSTEMS

Following presentation of the Schematic Design phase, we will use our plans to facilitate two separate programming meetings with the client team to establish the scope of design services for low voltage systems and audio/visual systems for the project. It is our understanding that our current scope of services includes coordination and provision for low voltage system infrastructure (conduits, junction boxes, etc.). It is also our understanding that the County will solicit services from a third party for design and specification of low voltage system equipment and wiring.

Following these programming meetings, we will engage an A/V Systems engineer to develop a scope and fee for professional design services. This will be an additional service to our contract. Please note that the fees listed for this task on the following pages includes only the programming meetings and design of low voltage systems infrastructure.

TASK 6- GEOTECHNICAL TESTING AND REPORT

Upon completion of the Schematic Design phase and receipt of client comments, we will note desired geotechnical boring locations and coordinate with our team partners to provide geotechnical reports as necessary to help develop early structural considerations. We propose to include up to fifty boring locations at an approximate testing depth of fifteen feet (750 feet of total testing).

During later stages of plan development, we will determine if infiltration basins are required for our stormwater management design. If such facilities are required, we will negotiate an additional fee as part of this task to perform infiltration testing and a corresponding report of our team's findings.

TASK 7- DESIGN DEVELOPMENT SERVICES

Following the input from the schematic design meeting, team architects will continue on building designs and begin to employ the services of our

mechanical, plumbing, electrical, and structural engineering partners as needed. We will also engage the services of our team members audio/visual and low voltage systems. Team civil engineers and landscape architects will continue site work, including utility, grading and stormwater designs and coordination with permitting and regulatory officials. Team landscape architects will continue developing other site plan features. Design team members will also develop a draft outline of planned project specifications.

As this draws to a close, a 75% complete design development documents review meeting will be held, and the design team will present the plans and revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, your team will be asked to identify elements for later phasing consideration. Again, we will document our discussions and submit them to the client team for review and confirmation.

At the completion of the design development phase of services, we will submit a preliminary grading and erosion control package to the Georgia Soil and Water Conservation Commission (GWSCC) for preliminary approval to submit for a GAR100001 permit. Due to the size of the intended Phase 1 development area, this intermittent review and approval process is required for sites that exceed 50 acres of disturbance. It is anticipated that this process will take up to 35 days to be reviewed and approved.

TASK 8- CONSTRUCTION DOCUMENT SERVICES

Following the receipt of the design development review comments, recommended changes will be made, and preparation of the 95% construction documents/permit submittal documents will begin. We will continue coordination with requisite permitting agencies to verify permit submittal packages will meet anticipated requirements. We will also prepare drafts of technical specifications, which we will present to your team at a 95% review meeting, along with the updated plans and opinion of probable costs. Again, we will document our discussions and submit them to the client team for review and confirmation. Once final comments are received, Lose Design team members will incorporate any final revisions and prepare the plans for incorporation into an initial permit application package.

TASK 9- PERMITTING SERVICES

Upon completion of the final revisions, Lose Design team members will assemble and coordinate permit application packages to be submitted to Walton County Planning and Development, Walton County Fire Department, Walton County Water Department, and GWSCC for review. Comments received from permit officials will be forwarded to your team along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and will be resubmitted to the codes officials for approval. Upon receipt of approved plans from codes officials, the project will be ready for bidding. We will update our opinions of probable cost to reflect the changes that occurred.

Because the project is not currently planned to have an On-Site Sewage Management System (septic system), we do not intend to design nor permit such system(s) for this project.

TASK 10- STATE OF GEORGIA AND USACE PERMITTING RELATED TO WATERS OF THE STATE AND USA.

Upon receipt of the jurisdictional waters delineation report, we will determine if the project requires permits from State of Georgia Agencies and/or the US Army Corps of Engineers for any unavoidable impacts to streams and wetlands. If permits are required, the Lose Design team will prepare an additional scope and fee for related work.

TASK 11- BID ASSISTANCE SERVICES

Bid drawings, along with a bid specification manual, will be prepared for the project. In preparing the bid documents, Lose will work in conjunction with the County to prepare the form of agreement between owner and contractor to be included in the bid package. We will investigate potential alternate bid items and coordinate those with your team for inclusion in the bid. We will update our opinions of probable cost to reflect the changes that occurred during permitting for comparison when bids are opened. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist your team in analyzing contractor bids and in the contract award.

TASK 12- CONSTRUCTION ADMINISTRATION SERVICES

During construction we will meet twice each month with your team and the contractor on site to discuss construction progress and to observe site conditions and clarify matters for the contractor. Some of these meetings will be attended by various staff, depending on the progress of construction and items needing review. We will attend regular Owner-Architect-Contractor progress meetings and will prepare minutes of the meeting's discussions and findings. At key periods of construction, various team members responsible for specific portions of the project design will attend meetings as necessary to their trade. Each month, we will review and approve the contractor's applications for payment. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As the project draws to a close we will perform construction closeout review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information, O&M manuals, lien releases, etc.

We assume a construction administration services period of up to twenty-four (24) months for Substantial Completion and an additional one (1) month to Final Completion, following the County's issuance of a Notice to Proceed to the Contractor.

ADDITIONAL SERVICES

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Professional rendering services and 3D modeling/imagery;
- Additional site visits or meetings;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of progress documents and final construction documents by the Client;
- Other items requested by the Client not included elsewhere in this agreement;
- Additional Construction Administration Services beyond the specified period of construction.

EXCLUSIONS

The following services are hereby excluded from the Scope of Services:

- Fees associated with the development including, but not limited to, permit review, impact fees, inspection fees, etc.;
- Professional Services other than those listed in the above Scope of Services;
- Testing Services, including hazardous materials;
- Detailed Cost Estimating Services;
- Detailed Construction Inspections other than those listed in the Scope of Services;
- Special Inspections and Material Testing Services;
- As-constructed Record Drawings;
- Hazardous materials testing or permitting related to their abatement.

PROJECT FEES

We propose to provide the scope of services described herein on for a Lump Sum of \$2,360,000.00, broken up as follows:

- **TASKS 1, 4, 7, 8, 9, 11, and 12: CORE SERVICES**

We will charge a lump sum fee of \$2,194,500.00, to be charged monthly as a percentage of completion.

- **TASK 2: SITE SURVEYING SERVICES**

We will provide these services for an increase to our current contract for a lump sum fee of \$116,750.00, to be charged monthly as a percentage of completion.

- **TASK 3: JURISDICTIONAL WATERS DELINEATION SERVICES**

We provide these services for a lump sum fee of \$7,250.00, to be charged monthly as a percentage of completion.

- **TASK 5: LOW VOLTAGE SYSTEMS AND AUDIO/VIDEO SYSTEMS**

Following the proposed programming meetings, we will provide these services towards an allowance of \$41,500.00, to be charged monthly as a percentage of completion.

- **TASK 6: GEOTECHNICAL TESTING AND REPORT**

We will provide these services for the allowance currently provided in our existing contract and will be charged monthly as a percentage of completion.

- **TASK 9: STATE OF GEORGIA AND/OR US WATERS PERMITTING**

At this time, we cannot confirm that the project will not require services related to permitting of impacts to State of GA and/or US waters. In the event that these services are required, we will coordinate with the Client to negotiate a fee for these services.

Continued on the following page...

- **ADDITIONAL SERVICES**

Any requested additional services and reimbursable expenses associated with those additional services will be charged per the following rate schedule (See Exhibit A).

EXHIBIT "A"

HOURLY RATE SCHEDULE FOR ADDITIONAL SERVICES

Professional Services Hourly Rate

Principal	\$255.00
Vice President	\$220.00
Division Director	\$195.00
Sr. Landscape Architect, Sr. Project Manager, Sr. Engineer, Sr. Planner	\$165.00
Landscape Architect, Architect, Engineer, Project Manager, Planner	\$140.00
Senior Proposal Coordinator, Engineer in Training, Interior Designer	\$125.00
Land Planner, Intern Architect, BIM Specialist, GIS Specialist, Graphic Designer, Marketing Content Manager	\$105.00
Technician	\$90.00
Proposal Coordinator, Administrative Assistant.....	\$85.00

Reimbursable Expenses for Additional Services

Consultant's Services	cost +10%
Prints	cost +10%
Postage and Shipping	cost +10%
Mileage and Travel Expenses	cost +10%
Copies	cost +10%

January 1, 2022

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2023, at which time they may be adjusted by the Design Professional.



- LEGEND:**
- SITE AMENITIES:**
- 1 ENTRANCE
 - 2 HALF-COURT BASKETBALL COURTS
 - 3 SAND VOLLEYBALL COURTS
 - 4 SKATE PARK
 - 5 PAVILION / RESTROOM BUILDING
 - 6 COMMUNITY CENTER
 - 7 SENIOR CENTER W/ GARDEN
 - 8 SPLASH PARK
 - 9 DOG PARK
 - 10 CONCESSIONS/ RESTROOM BUILDING
 - 11 PLAYGROUND
 - 12 SMALL PAVILION
 - 13 BATTING CAGES
 - 14 RESTROOM BUILDING
 - 15 AMPHITHEATER
 - 16 LARGE PAVILION
 - 17 MEDIUM PAVILION
 - 18 MAINTENANCE FACILITY
 - 19 TENNIS COURTS
 - 20 PICKLEBALL COURTS
 - 21 RESTROOM/ SPORT SHOP BUILDING
 - 22 GRAND STANDS / SCORING BUILDING
 - 23 SOCCER PRACTICE FIELDS
- PARKING:**
- A SOFTBALL COMPLEX: 300
 - B AMPHITHEATER/ OPEN LAWN: 230
 - C COURT COMPLEX: 250
 - D YOUTH ACTIVITY AREA: 60
 - E COMMUNITY CENTER: 250
 - F SOCCER COMPLEX: 480
 - G SOCCER OVERFLOW: 80
 - H DOG PARK: 80
 - I DOG PARK: 40
- TRAIL LOOP:**
-