



**Proposal for Project Management Services – Walton
County Georgia – Walnut Grove Park
October 08, 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 - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING

Walton County, Georgia wishes to develop a new, approximate 120 Acre 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 Basic Services are predicated on the following conditions:

1. Total Duration of APM Services is 19 Months (October 15, 2021 – May 31, 2023)
2. Walton County has contracted with Precision Planning to provide Design and some support services such as Preliminary Field survey & Geo Technical services.
3. APM to develop an RFQ/B and oversee the evaluation and selection process seeking a General Contractor for this project.
4. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.
5. Walton County will assist in providing a Working Committee made up of Staff and others to participate in the review, evaluation of General Contractors providing qualifications and bidding on said project.
6. Walton County will provide specific information about the existing property being used for this new Park.
7. Walton County wishes for this project to be completed no later than Spring 2023.

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

TASK 1.0 – MASTER PLAN / PROJECT DUE DILIGENCE: Because this project is completely new and on a virgin piece of property, it behooves us to make our first steps be Master Planning and Due Diligence.

- 1.1.1 Due Diligence.** APM will work with Walton County Staff and the Design Consultant to oversee the reviewing of existing data surrounding the property to be utilized. This should include but not be limited to; Field Survey, Geo Technical (Soils and Rock Mapping), and locating all Utilities. Ultimate goal of this effort is to identify and locate all constraints that will affect the design of said Park Elements.
- 1.1.2 Master Planning** APM, working with Walton County Staff and Design Consultant will oversee the development of a Comprehensive Master Plan for said property. Master Plan will include:
- Conceptual design of all Park & Support Elements determined by the Parks and Recreation Director.
 - Conceptual design of all Infrastructure Elements such as Roads (Ingress / Egress), Parking, Stormwater / Water Quality Detention systems, and Utility Connection points.
 - Order of Magnitude Budget Estimate for each Element and overall Park Development Costs.
- 1.1.3 Phase 1 Prioritization.** APM, working with Walton County Staff and Design Consultant will analyze Master Plan and Order of Magnitude Budget Estimate and develop a Priority Order. This Priority Order will be adjusted to stay within the Phase 1 Budget. These Phase 1 Elements will be those that move forward into the Design Phase.

SUB-TASK 2.0 – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD:

- 1.2.1 Develop Dashboard.** APM, working with Walton County Director of Facilities 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.
- 1.2.2 Reports.** With Walton County’s assistance, APM will develop specific reports as required to meet the needs of the Facilities Director, Department Director, and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.
- 1.2.3 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 2.0 - PROJECT DESIGN PHASE MANAGEMENT: include the following Tasks:

2.0 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.

2.1 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.

2.2 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.

2.3 COST MANAGEMENT PROCEDURES. APM will implement and maintain cost management procedures throughout the Design phase.

2.4 LIMITED DESIGN REVIEW. APM shall review the in-progress design documents for adherence to the Design Documents. 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 .

2.5 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.

- 2.6 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.
- 2.7 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 .
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will reviewed with the Owner, Design Consultant, and other appropriate parties.
- 2.13 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.
- 2.14 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.

TASK 3.0 – BID & AWARD - CONSTRUCTION SERVICES: The following illustrates the sub tasks APM proposes under this task.

- 3.1 Walton County RFQ/B Boiler Plates.** APM will work with Walton County Purchasing Manager to review existing Boiler plates as our starting point in the development of said documents.
- 3.2 Develop RFQ/B for General Construction Services.** APM, working with Walton County Staff, will develop a specific Request for Qualifications/Bids for said project. This draft will be developed in a manner that meets the State of Georgia Qualification Process standards. This is a Two-Part process. Part 1 includes the issuance of the RFQ/B asking General Contractors to provide their Qualifications. Part 2 includes issuance of Bid Documents to Qualified General Contractors requesting they provide a Competitive Lump Sum Bid.
APM will work with the Purchasing Manager and County Attorney to present and develop required Contracts for said Bid Packages.
- 3.3 Finalize RFQ/B for General Construction Services.** APM, working with Walton County Staff, will finalize the Request for Qualifications/Bids and see that proper Advertisements are placed in the Walton County Website and Georgia Procurement Registry.
- 3.4 Walton County RFQ/B Review Committee.** APM will assist Walton County Staff in identifying and organizing a Review Committee made up Facilities Director, Department Director, Design Consultant, and Purchasing Manager. APM will manage this Committee throughout the process.
- 3.5 Identify Pre-Qualified General Construction Firms.** APM will work with Walton County Staff will issue an RFQ/B requesting General Construction Firms to provide specific Qualifications for consideration.
- 3.6 Pre- RFQ/B Meeting.** APM, along with the Design Consultant, will host Pre-RFQ/B meeting. This meeting will be utilized to explain to interested General Contractors the specific Qualifications necessary to be identified Qualified and scope of services being required for Bid.
- 3.7 RFQ/B Submissions Review.** Once RFQ/B Submissions are received, APM will work with the Purchasing Manager and Review Committee to review Qualifications and determine those Qualified to receive the Bid Documents.
- 3.8 Issuance of Bid Documents to Qualified Bidders.** APM will oversee the Design Consultant issuing Bid Documents to the Qualified General Contractors.
- 3.9 Receipt and Review of Competitive Bids:** APM, working alongside the Purchasing Manager and Design Consultant, will receive and review all Competitive Bids received from the Qualified General Contractors. Goal is to ensure that all scope of work is covered and determine who has provided the “Best Competitive Bid/Price for the project.

3.10 Board of Commissioners Action. APM will, as determined necessary and in coordination with the Purchasing Manager, present process followed, Firms deemed Qualified, final rankings of Competitive Bids and a “Best Competitive Bid” for consideration by the Walton County Commissioners for Award.

3.11 General Contractor Contract Execution. APM will, in coordination with the Purchasing Manager and County Attorney, work with the General Contractor who has provided the “Best Competitive Bid” to finalize execution of said Contract. In addition APM will ensure that all other documents such as Performance and Payment Bonds and Certificate of Insurance are received and reviewed for completeness.

TASK 4.0 - PROJECT CONSTRUCTION PHASE MANAGEMENT: as divided into Two Sub-Tasks:

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

SUB-TASK 4.1 - ADMINISTRATION OF THE PROJECTS.

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

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

4.1.3 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 .

4.1.4 JOB SITE MEETINGS. APM will conduct periodic 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.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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.

4.1.9 PROJECT/CONSTRUCTION SCHEDULE. Upon the transmission of a Notice of Award 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 to the Owner and other appropriate parties.

4.1.10 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.

4.1.11 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.

4.1.12 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 implementation of certain Owner prerogatives concerning progress of the Project, when required.

4.1.13 MONTHLY DESIGN CONSULTANT '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.

4.1.14 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.

4.1.15 CHANGE ORDER PROCESSING SYSTEM. APM will establish and implement a Change Order processing system as set forth in the requirements of the General 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.

4.1.16 EVALUATE PROPOSAL COST. APM 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.

- 4.1.17 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.
- 4.1.18 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.
- 4.1.19 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.
- 4.1.20 AS-BUILT DOCUMENTS.** APM will perform coordination and expediting functions in connection with the General Contractor's obligation to provide "as-built" documents.
- 4.1.21 TRAINING SESSIONS.** APM will coordinate with the General Contractor to schedule training sessions for the Owner's maintenance and operational personnel and will assure that the General Contractor's obligation in providing this training is fulfilled.
- 4.1.22 SUBSTANTIAL COMPLETION.** APM will decide of the remaining work necessary for Substantial Completion and notify the General Contractor 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 issue a Certificate of Substantial Completion. In the event of remaining incomplete items, the APM will, upon the Owner's concurrence, issue Certificate of Substantial Completion with exceptions noted.
- 4.1.23 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:

- 4.2.1 OCCUPANCY PERMIT.** APM will coordinate the 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.
- 4.2.2 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 1.0 – Master Plan / Project Due Diligence.

Projected Schedule (Oct. 15 – Dec. 17, 2021)

Fee = 80 Man-Hours x \$125 MH = **\$10,000.00**

TASK 2.0 – Project Design Phase Management.

Projected Schedule (Jan. 03 – May 31, 2022)

Fee = 34 MHs per month x 5 = 170 MHs x \$125 = **\$21,250.00**

TASK 3.0 – Bid & Award – Construction Services.

Projected Schedule (Apr. 01 – June 21, 2022)

Fee = 68 MHs x \$125 MH = **\$ 8,500.00**

TASK 4.0 – Project Construction Phase Management.

Projected Schedule (July 01, 2022 – May 31, 2023) =

Fee = 34 MHs per month x 10 months = 340 MHs x \$125 = **\$42,500.00**

TOTAL: \$82,250.00

For any additional services approved by the Owner, the following 2021 hourly rates will apply:

Sr. Project Manager	\$125.00 MH
Project Manager	\$120.00 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.

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

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. APM make no warranty, express or implied, as to its professional services rendered under this Agreement.

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. The Owner further acknowledges that payment of invoices releases APM from all liability associated with the project.

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.

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 to the date of termination, services of professional consultants then due and all termination expenses. No amount shall be paid in addition to the termination expenses if the termination is due to APM's failure to substantially perform in accordance with the terms of this Agreement.

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.