DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, APRIL 3, 2025
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM

NEW BUSINESS

1. Presentation of Employee Insurance Renewal 2025-2026- Mark III's Mark Browder

2. Presentation of Violence Against Women Act Grant FY 2025 Award Acceptance- Sheriff's Office

3. Presentation of RFP #468-25 — On-Call Engineering Design and Plan Development Services for Road Improvements- Public Works Director Robert Drewry / Purchasing Manager Melissa Hawk

4. Presentation of IFB #471-25 — Site Work for Harmony Church Road Property (Fire Station 3, Fueling Center and Potential Recreation Center)- Purchasing Manager Melissa Hawk / Stormwater Manager/Planner Robbie Irvin

5. Presentation of Proposed Redesignation of Vacant Community Development Position from Grade 14 to 11 for Front Counter Permit and License Reviewer- Community Development Director Richard Osborne

6. Presentation of Program Management Services for a New Rock Creek Park Gymnasium- County Manager Joey Leverette

7. County Manager Report

8. County Attorney Report

A Voting Session meeting will immediately follow the Work Session meeting.

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

Department: Human Resources — Work Session: April 3, 2025

Prepared By: Kristi Finley — Voting Session: April 17, 2025

Presenter: Mark Browder, Mark III Brokerage, Inc. Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Employee Insurance Renewal 2025-2026

Background Information:

Cigna is the current provider of medical, dental and vision plan. County provides an 80/20 (County/Employee) split on cost.

Current Information:

To select Medical, Dental and Vision coverage plan. No change requested for supplemental insurance.

Budget Information:
Applicable: _____ Not Applicable: _____ Budgeted: Yes X No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining

*If this is a personnel-related request, has it been reviewed by Human Resources? Yes

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion:

Department Head Authorization: _____ Date: _____
Finance Department Authorization: Vickie Neikirk Date: 3/26/25
County Manager Authorization: J. Leverette Date: 3-26-25

Comments/Attachments: _____

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

Department: Dawson County Sheriff's Office — Work Session: April 3, 2025

Prepared By: Laurie Whalen — Voting Session: April 17, 2025

Presenter: DCSO — Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Violence Against Women Act (VAWA) FY25 Award Acceptance

Background Information:

Last year, Dawson County Sheriff's Office received the FY 2024 VAWA grant. It is for personnel expenses related to the VAWA program in the Sheriff's Office. This award is used to offset the VAWA officer salary. This is a continuation of that grant and is not a new position.

This year the award is $94,768. It is a federal award: $71,076 and a local match of $23,692.

Budget Information:
Applicable: _____ Not Applicable: x Budgeted: Yes x No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining
250		3391				

*If this is a personnel-related request, has it been reviewed by Human Resources? yes

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Dawson County Sheriff's Office recommends accepting this award.

Department Head Authorization: _____ Date: _____
Finance Department Authorization: Vickie Neikirk Date: 3/25/25
County Manager Authorization: J. Leverette Date: 3-26-25

Comments/Attachments: _____

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

Department: Public Works — Work Session: April 3, 2025

Prepared By: Melissa Hawk — Voting Session: April 17, 2025

Presenter: Melissa Hawk/Robert Drewry — Public Hearing: Yes __ No X

Agenda Item Title: Presentation of RFP #468-25 - On Call Engineering Design and Plan Development Services for Road Improvements Award Request

Background Information:

SPLOST VII includes $16,400,000 for county road and culvert projects on existing asset roads. The recently initiated T-SPLOST was approved with a total of $68,700,000 for countywide projects.

Current Information:

The County staff wishes to enter into multiple agreements to assist in facilitating the pre-construction process. Nine proposals were received. The county is requesting to enter into agreements with Falcon Design, Gresham Smith, KCI Technologies, Precision Planning, Rochester, and Spicer Group, utilizing the hourly rate submitted in the respective responses.

Budget Information:
Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	4220		$16,400,000			
Fund	Department	Account #	Budget	Balance	Requested	Remaining
335	4220		$68,700,000			

*If this is a personnel-related request, has it been reviewed by Human Resources? _____

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Staff respectfully requests the Board to accept the proposals received and award a contract to Falcon Design, Gresham Smith, KCI Technologies, Precision Planning, Rochester, and Spicer Group, utilizing the hourly rate submitted in the respective responses, utilizing the appropriate fund per road project.

Department Head Authorization: Robert Drewry — Date: 03/21/2025
Finance Department Authorization: Vickie Neikirk — Date: 3/24/25
County Manager Authorization: J Leverette — Date: 3/26/25

Comments/Attachments: Presentation

RFP #468-25 ON CALL ENGINEERING DESIGN & PLAN DEVELOPMENT SERVICES FOR ROAD IMPROVEMENTS

APRIL 3, 2025



Background and Overview

- SPLOST VII includes $16,400,000.00 for county road and culvert projects on existing asset roads.
- The recently initiated T-SPLOST was approved with a total of $68,700,000.00 for Countywide projects.
- County staff and BM & K (the County's contracted T-SPLOST Program Management consultant) created the scope of work for an on call engineering design & plan development RFP.
- To ease the burden of facilitating the preconstruction process, the County staff wishes to enter into multiple agreements for services.

Procurement Approach and Procedure

Bid According to Policy

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website through Vendor Registry
- ✓ Posted on Georgia Procurement Registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Dawson County Chamber of Commerce
- ✓ Received 9 proposals were received

Scope of Work Overview

- Design Services – initial concept design through final detailed construction documents.
- Land Surveying Services – right-of-way and boundary establishment, individual owner information, utilities, specimen trees, etc. for identified target areas.
- Right of Way Plans – identify existing, need for ROW, ROW plans including staking, legal descriptions & exhibits.
- Retaining Wall and Storm Analysis and Design.
- Sight Lighting & Electrical Design.
- Public Involvement – conduct public meetings, prepare presentations, etc.
- Assist Purchasing as needed during the preconstruction phase and assist Public Works as needed during the construction phase.

Summary of Scores

COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
A & S Engineering	42	46	44	44	59	0	59
Davis Engineering	38	36	40	36	50	18	68
Falcon Design	56	54	54	56	73	25	98
Garver	52	52	48	38	63	0	63
Gresham Smith	56	58	54	56	75	17	92
KCI Technologies	58	58	56	56	76	20	96
Precision Planning	58	58	54	56	75	24	99
Rochester	50	48	52	48	66	19	85
Spicer Group (Ensite has merged with Spicer)	48	50	54	54	69	16	85

Rounded to up to the nearest whole number.

9

Offers Received

COMPANY	COST
A & S Engineering	Disqualified – Did not submit a signed proposal
Davis Engineering	**$2,951.95**
Falcon Design	**$2,045.00**
Garver	**Did not provide pricing for 14 staff positions.**
Gresham Smith	**$3,033.00**
KCI Technologies	**$2,726.00**
Precision Planning	**$2,210.00**
Rochester	**$2,785.00**
Spicer Group (Ensite has merged with Spicer)	**$3,130.00**

Pricing represents the hourly rate for staff positions required to fulfill the scope of services. To allow for an apples to apples comparison, the unit of measure of one hour was used per staff position. The total was then given a score to be combined with the technical score for a total proposal score.

Summaries are listed on the following slide.

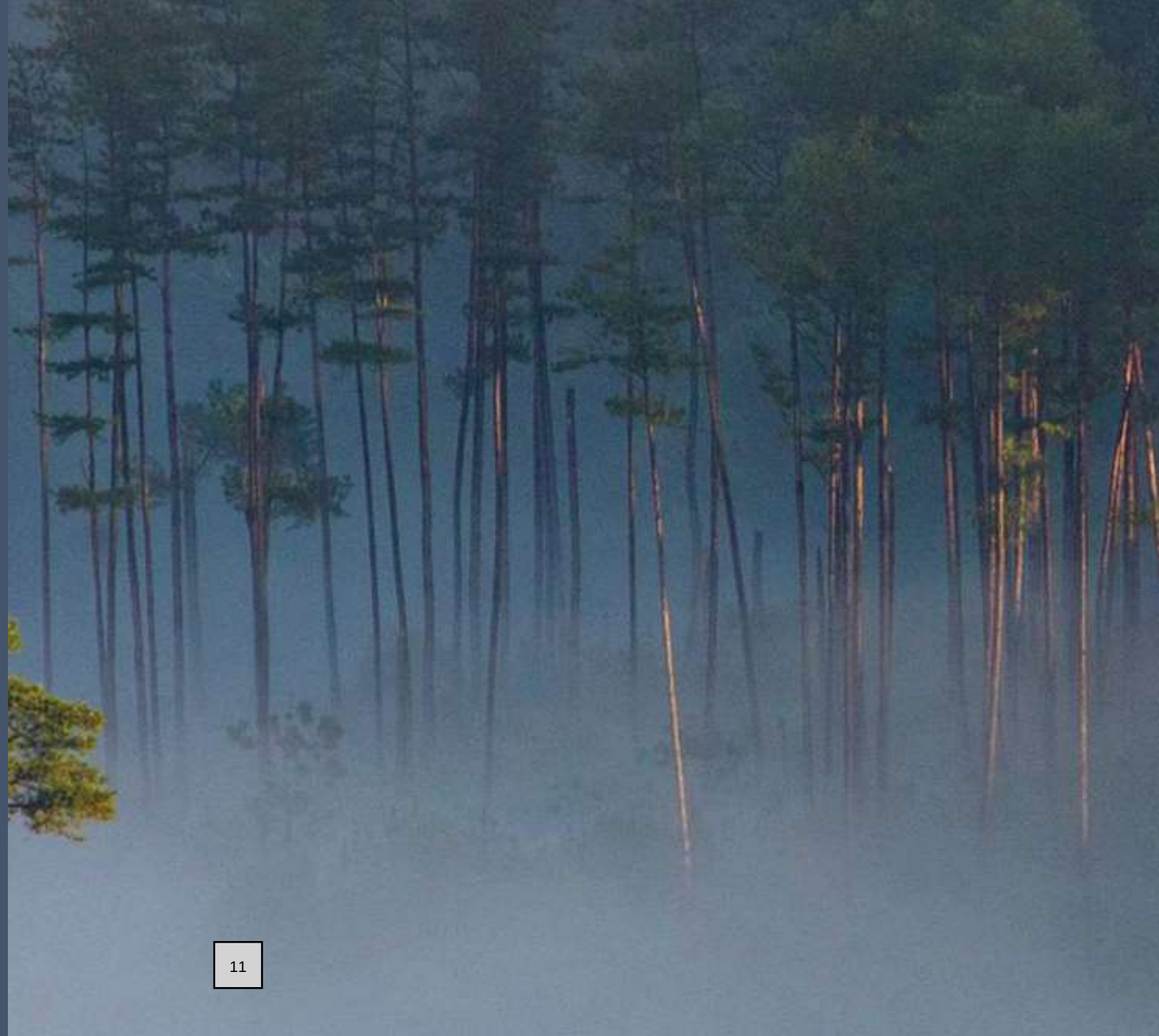


Staff Recommendation

Staff respectfully requests the Board to accept proposals received and award a contract to Falcon Design, Gresham Smith, KCI Technologies, Precision Planning, Rochester and Spicer Group, utilizing the hourly rate submitted in the respective response. The funds to be utilized will be dependent upon the road but, has been approved either during the SPLOST VII or T-SPLOST Resolutions.

NOTE: Pricing will be requested per road as each proposer, will have a different approach. The best project cost and availability will be the weighing factors.

THANK YOU FOR YOUR TIME



DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

Department: Public Works — Work Session: April 3, 2025

Prepared By: Melissa Hawk — Voting Session: April 17, 2025

Presenter: Robert Drewry — Public Hearing: Yes XX No _____

Agenda Item Title: Presentation of IFB #471-25 - Site Work for Harmony Church Road Property Project

Background Information:

SPLOST VII includes the replacement of an existing fire station, with a cost of $3,000,000. The county purchased 6.96 acres in May 2021 on Harmony Church Road to house the new Fire Station 3. County staff has worked with BM&K creating site plans to develop the property to house a new Fire Station 3, fueling center and possibly a small recreation center.

Current Information:

An IFB opened on March 11, 2025, to perform grading and other site work. Five bids were received. Martin Contracting is the most responsible and responsive bidder, with an offer of $922,960 to perform all scope of work per the plans developed by BM&K. Etowah Water & Sewer Authority (EWSA) is administering and directing the relocation of its water lines. EWSA is providing the piping for approximately $80,000, with the county proposed to provide funding for the required fittings and labor in the amount of $135,655.

Budget Information:

Applicable: xxx Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	3500	521200			$1,058,615	

*If this is a personnel-related request, has it been reviewed by Human Resources? _____

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Staff respectfully requests the Board to accept the bids received, award a contract to Martin Contracting in the amount of $922,960 and approve a 10% county-controlled contingency, utilizing SPLOST VII funds for this project. Staff also respectfully requests $135,655 for fittings and labor to move the EWSA water lines, for a total of $1,058,615, utilizing SPLOST VII funds.

Department Head Authorization: _____ Date: _____

Finance Department Authorization: Vickie Neikirk Date: 3/27/25

County Manager Authorization: J. Leverette Date: 3/31/25

Comments/Attachments: Presentation

IFB #471-25 Site Work at Harmony Church Road, Dawson County

APRIL 3, 2025



Background and Overview

- SPLOST VII includes the replacement of an existing fire station, with a budget of $3,000,000.00.
- The County purchased 7.07 acres in May, 2021 on Harmony Church Road to house the new Fire Station 3.
- SPLOST VII includes the construction of a new fueling center, with a budget of $600,000.00.
- The County staff has worked with BM &K creating site plans to develop the property to house a new Fire Station 3, Fueling Center and possibly a small recreation center.

Procurement Approach and Procedure

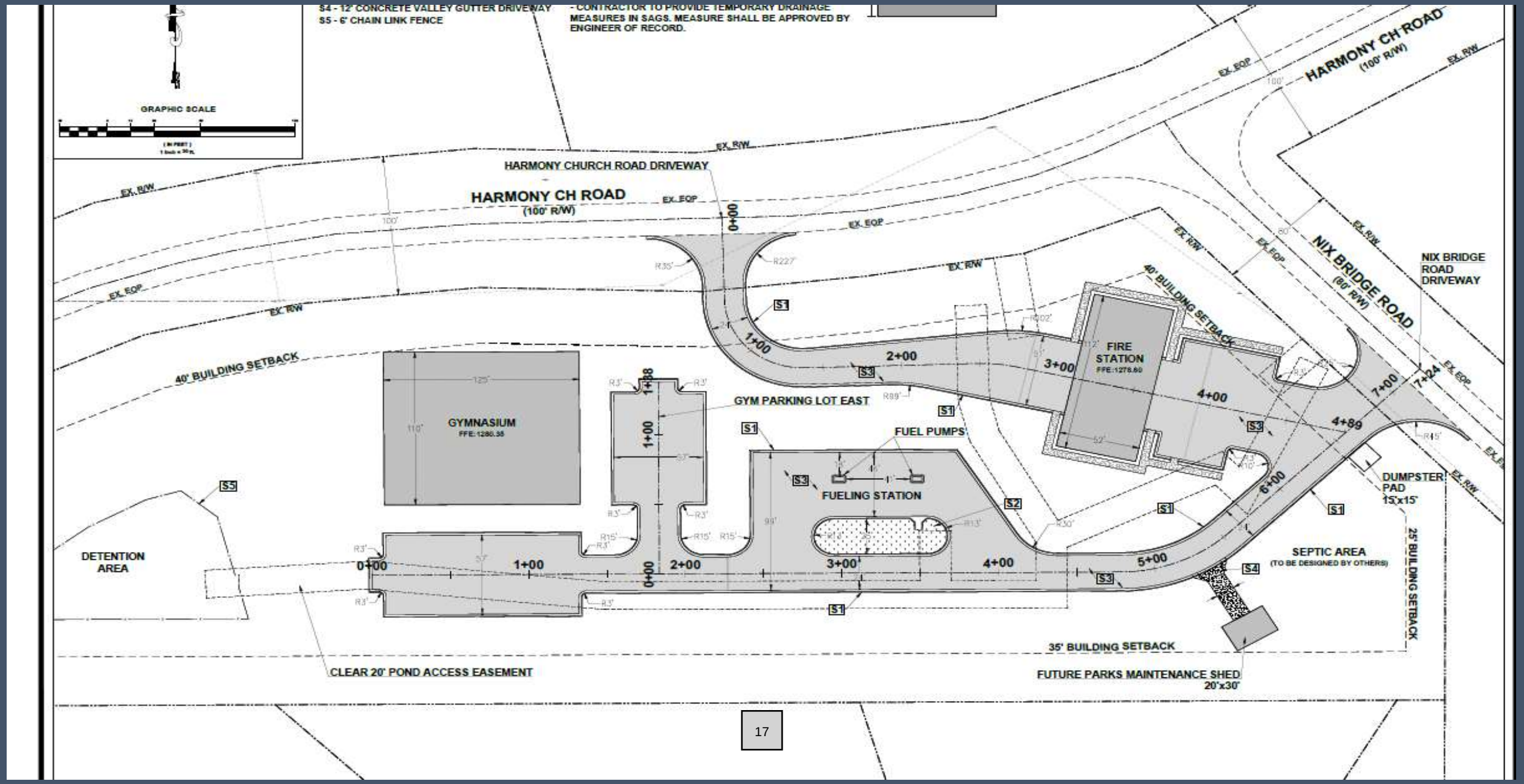
Bid According to Policy

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website through Vendor Registry
- ✓ Posted on Georgia Procurement Registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Dawson County Chamber of Commerce
- ✓ Received 5 bids were received

Scope of Work Overview

- The disturbed area shall be 4.02 acres. Site work includes, but is not limited to following.
  - Grading:
    - Prepare the site for paving and parking lots.
    - All native trees within building setbacks shall remain undisturbed.
    - A finished pad shall be established for the fire station and the future gymnasium.
    - Establish a detention area; all disturbed areas will be permanently landscaped and grassed.
  - Concrete:
    - Eight inches by 24 inches curb and gutter
    - Twelve foot concrete valley gutter driveway entering the property from Nix Bridge Road.
    - 6 foot chain link fence
    - Curb and Gutter

Design Drawing of Site

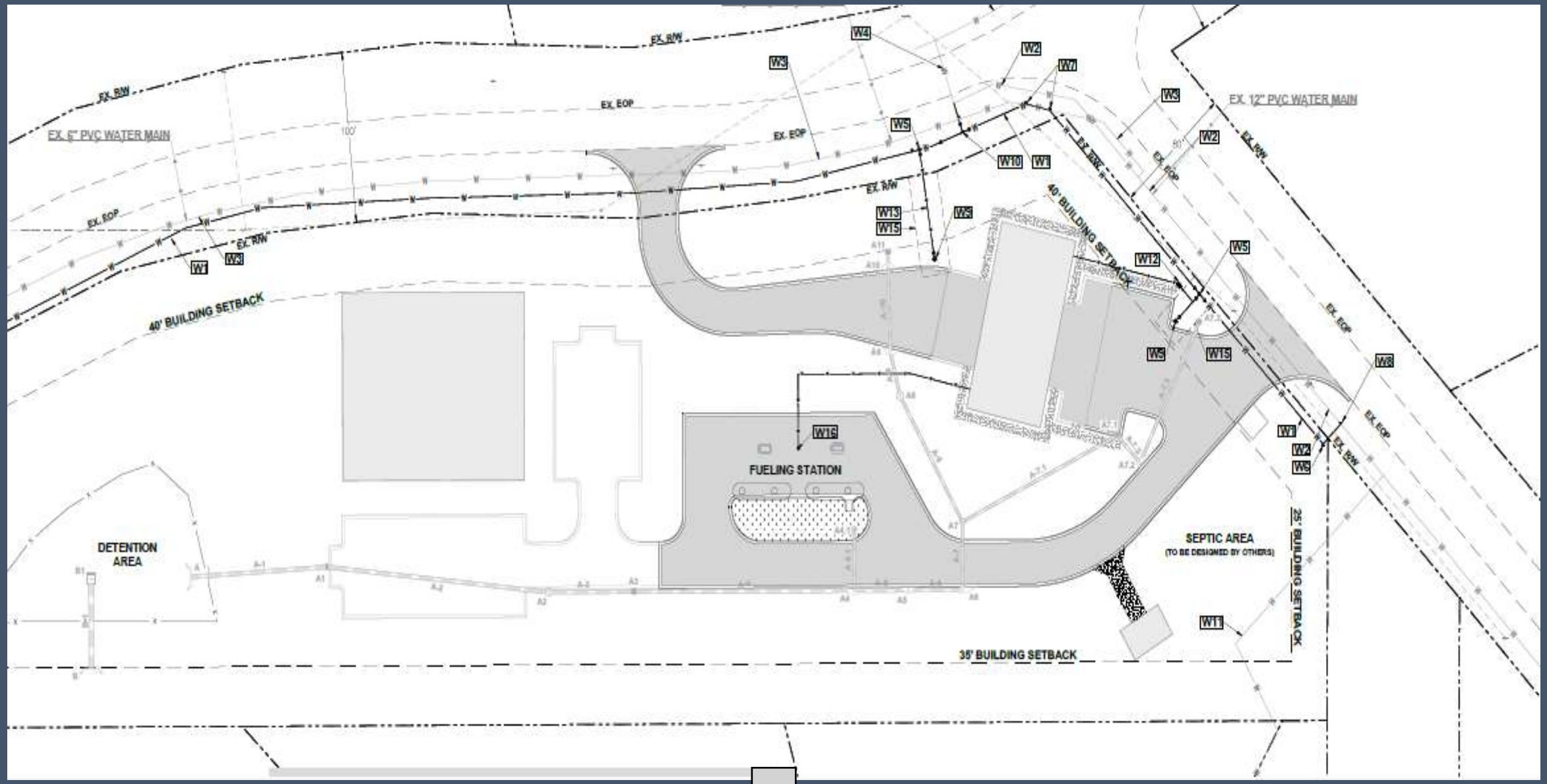


Offers Received

				Martin Contracting		Blount Contacting		Summit Construction & Development		Complete Site		Ohmshiv Construction	
Item No.	Description	Quantity	UOM	**Total Cost**		UOM	Total Cost	UOM	Total Cost	UOM	Total Cost	UOM	Total Cost
1	SITE WORK ON HARMONY CHURCH ROAD, DAWSON COUNTY	1	Lump Sum	**$922,960.00**		Lump Sum	$928,458.25	Lump Sum	$1,097,471.80	Lump Sum	$1,165,000.00	Lump Sum	$1,339,635.43
2	Estimated Start Date:		15 days from NOA			Not Listed		4/2/2025		4/3/2025		5/1/2025	
3	Warranty for Labor:		1 yr			Not Listed		1 yr		1 yr		1 yr	



Drawing of Etowah Water and Sewer Lines



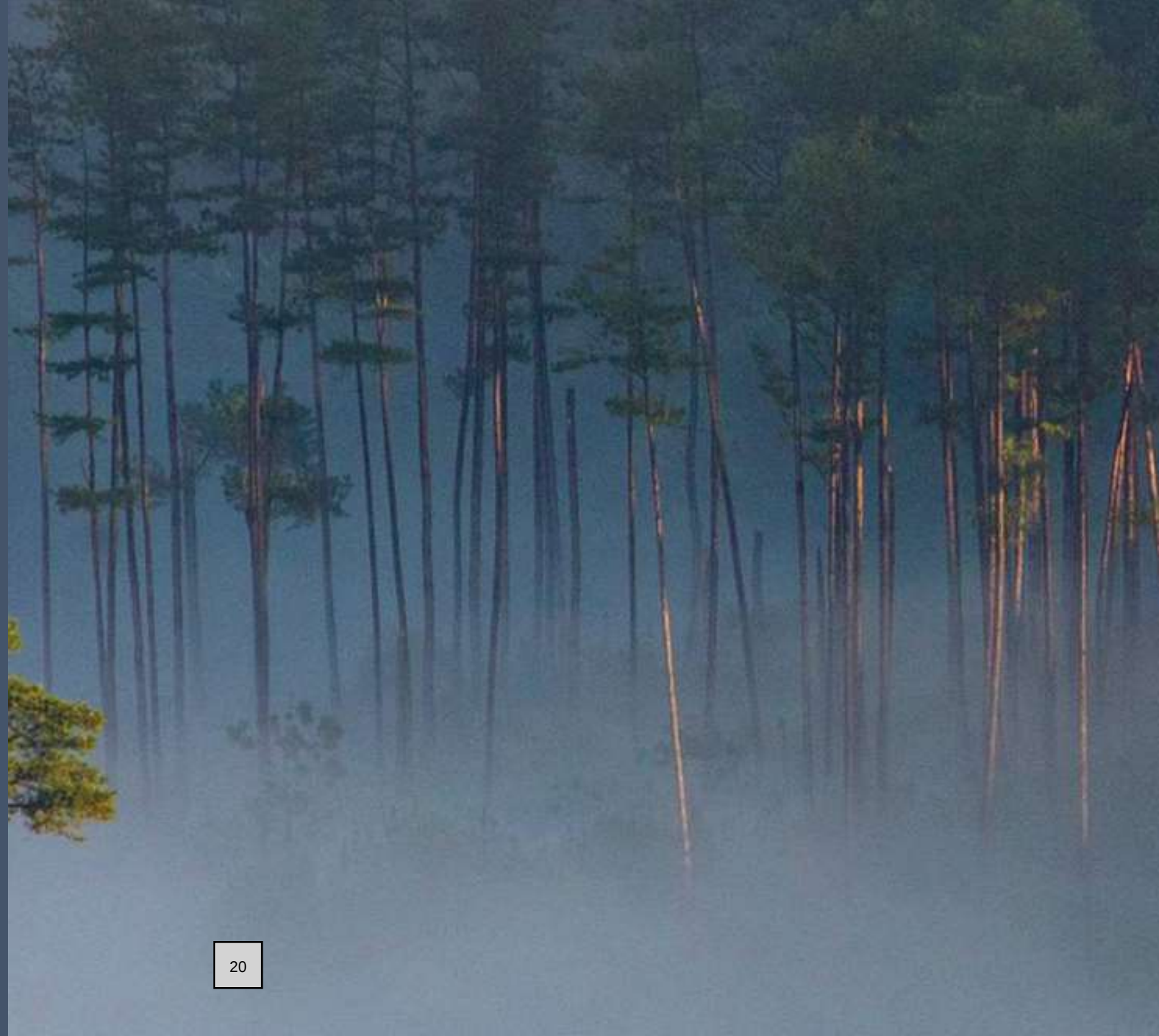
Staff Recommendation

Staff respectfully requests the Board to accept bids received and award a contract to Martin Contracting, in the amount of $922,960.00, and a 10% County controlled Contingency; utilizing SPLOST VII Funds.

Staff also respectfully requests approval of $135,655.00 for the County's portion of the relocation of the EW&S lines, utilizing SPLOST VII Funds.

Note: EW&S will administer and direct the work for the water lines. Etowah is providing piping for approximately $80,000.00 and the County is providing funding for the required fittings and labor.

THANK YOU FOR YOUR TIME



DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

Department: Community Development — Work Session: April 3, 2025

Prepared By: Richard Osborne — Voting Session: April 17, 2025

Presenter: Richard Osborne — Public Hearing: Yes _____ No X

Agenda Item Title: Community Development redesignation of position from Grade 14 to 11

Background Information:

Year over year, the total number of permits issued by the Community Development department continues to increase. In addition, there are a significant number of walk-in customers and phone calls from citizens who need to be addressed by a front-line contact person for the department who would be stationed at the front counter.

Current Information:

There is a current job position vacant for a Grade 14 Development Services Rep II. However, the department, county citizens, and other customers may be better served by the department having a Grade 11 Permit and Licensing Reviewer who would handle in-person interactions, answer incoming calls, and process and review permit applications.

Budget Information:

Applicable: X Not Applicable: _____ Budgeted: Yes X No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining

*If this is a personnel-related request, has it been reviewed by Human Resources? YES

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

NA

Recommendation/Motion: Motion to Approve Community Development Department redesignation of vacant position from Development Services Rep II to Permit and License Reviewer.

Department Head Authorization: Richard Osborne — Date: 03/21/25

Finance Department Authorization: Vickie Neikirk — Date: 3/24/25

County Manager Authorization: J. Leverette — Date: 3/26/25

Comments/Attachments: _____

DAWSON COUNTY GOVERNMENT
25 Justice Way, Suite 2233
Dawsonville, GA 30534
(706) 344-3501

PERMIT AND LICENSING REVIEWER
DAWSON COUNTY COMMUNITY DEVELOPMENT
Full-Time/Hourly/Non-Exempt

JOB SUMMARY

This position is responsible for providing quality customer service through in-person interactions with members of the public as well as handling phone calls, as well as providing administrative support for permits (residential and others) and licenses (business and others). This position serves as the front-line contact for Community Development.

ESSENTIAL DUTIES

- Handles in-person interactions with members of the public.
- Answers incoming telephone calls regarding permitting and licensing.
- Works cooperatively with permit staff to process and review permit applications for residential construction, including but not limited to building, electrical, heating and air, gas, plumbing, remodeling, addition, repair, demolition, driveway, and soil erosion.
- Provides information to contractors and/or homeowners concerning permit and inspection requirements.
- Assists applicants with the correct applications for their purpose (giving out forms, directing them to the correct office to retrieve the information needed to apply), accepting applications, and checking to make sure all the necessary information is included before processing.
- Routes applications to appropriate staff for further review and approval.
- Works cooperatively with licensing staff to serve as back-up assistance for applications related to business licenses, alcohol licenses, etc.
- Assists with other clerical duties such as photocopying, filing, & scanning.
- Relays messages and information to department employees; types correspondences as needed.
- Assists in scheduling appointments and inspections with contractors and/or homeowners.
- May assist in preparing reports, summaries, and analyses as requested by the Planning Manager.
- May assist in the creation of forms and the maintenance of departmental forms and files.
- May assist in the processing of invoices and payments as needed.
- Calculates permit fees; collects monies and issues permit receipts.
- Assist in the performance of daily computer backup procedures.
- Performs other related duties as assigned by the Planning Manager.

KNOWLEDGE/ SKILLS / ABILITY

KNOWLEDGE OF:

- Modern office principles and procedures.
- Standard bookkeeping principles.
- County ordinances, codes, policies, and procedures.
- Geography of the county, including subdivisions, roads, and street names.

SKILLED IN:

- Organization; establishing and maintaining records.
- Operating modern office equipment, such as a computer, calculator, facsimile machine, and copier.
- Handling high volume of complex work; preparing a variety of materials and prioritizing workload.
- Communication, both verbal and written, is a vital and interpersonal skill as applied to interaction with co-workers, management, contractors, vendors, and the general public.
- Performing mathematical and accounting calculations.

ABILITY TO:

- Effectively present material either orally or in a written format.
- Establish and maintain an effective working relationship with fellow county employees, department heads, elected officials, county management, contractors, builders, and the general public.

CONTACTS

- Contacts are typically co-workers, other county employees, builders, contractors, and the general public.
- Contacts are typically to give or exchange information, resolve problems, and provide services.

ADA MINIMUM REQUIREMENTS

Scope of Performance: This position reviews permit applications and issues permits and business licenses. Successful performance contributes to the department's efficient operation.

Physical Ability: The work is typically performed while sitting, standing, walking, bending, crouching, or stooping. The employee must occasionally lift light and heavy objects, up to 5 pounds regularly and up to 25 pounds occasionally. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Clear hearing and speech are required.

Environmental Factors: The work is typically performed in office settings. It is fast-paced and requires flexibility in handling a variety of functions simultaneously.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The Planning Manager, with oversight of the Community Development Director, assigns work according to general instructions. Completed work may be spot-checked for compliance with procedures and the nature and propriety of the final result.

MINIMUM QUALIFICATIONS / CERTIFICATIONS

- Applicant must possess a high school diploma or GED equivalent plus a minimum of two years experience in a related field or any equivalent combination of education and experience which provides a sufficient level of understanding of the position's essential duties.
- Specialized training in the field of work, in addition to basic skills typically associated with an associate degree in a related field preferred.
- Excellent verbal and written communication skills.
- Possess exceptional interpersonal communication, data entry, and organizational skills.
- Skilled in operating modern office equipment and knowledgeable in-office procedures and administrative methods.
- Microsoft Office proficient.
- Possess a valid Georgia driver's license and maintain a satisfactory Motor Vehicle Record (MVR).
- Applicant must be able to pass a background check and drug screening.

I have read the above job description and understand the requirements.

Signature:_____ Date: _____

Witness: _____

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

Department: Administration/Parks & Recreation — Work Session: April 3, 2025

Prepared By: Melissa Hawk — Voting Session: April 17, 2025

Presenter: Joey Leverette — Public Hearing: Yes No X

Agenda Item Title: Presentation of Program Management Services for a New Rock Creek Park Gymnasium

Background Information:

The county released a Design-Build Services for a New Rock Creek Park Gymnasium RFP on February 25, 2025. The opening is April 2, 2025. This project will need special attention to ensure the county's best interests are being met.

Current Information:

The county has received pricing from Ascension Program Management (APM) for the needed services in the amount of $84,000. Services will include a non-weighted scoring of the technical responses received, closely monitoring and managing the design and pre-constructions, closely working with the Parks & Recreation staff. APM will closely monitor the construction phase, ensuring all aspects of the project match the direction of the Parks & Recreation vision.

Budget Information:

Applicable: xxx Not Applicable: _____ Budgeted: Yes _____ No xxx

Department	Account #	Budget	Balance	Requested	Remaining
				$84,000	

*If this is a personnel-related request, has it been reviewed by Human Resources? _____

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Staff respectfully requests the Board to accept the offer received, award a contract to Ascension Program Management in the amount not to exceed $84,000, and determine the funds to be used for these services.

Department Head Authorization: _____ Date: _____

Finance Department Authorization: Vickie Neikirk Date: 3/31/25

County Manager Authorization: J. Leverette Date: 3/31/25

Comments/Attachments:

TASK ORDER #02 - Proposal for Project Management Services – Dawson County, Georgia – Rock Creek Park Gymnasium – Design Build
March 27, 2025

BETWEEN: **Dawson County, Georgia**
25 Justice Way, Suite 2236
Dawsonville, GA 30530

Hereinafter referred to as the **DC**.

AND: **ASCENSION Program Management, LLC.**
2990 Summit Lane
Monroe, Georgia 30655

Hereinafter referred to as **APM**

FOR: Dawson County, Georgia (DC) - Specifically; Rock Creek Park Gymnasium - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING
DC is embarking on the construction of a new Rock Creek Park Gymnasium located at 445 Martin Drive, Dawsonville, GA 30534 utilizing a Design-Build Delivery model. DC needs assistance from APM to provide Project Management Services (during the Bid & Award/Pre-Construction and Construction phases).

Our roles include:
1. **ASCENSION PM** – Point of Contact for DC and service provider.

ASSUMPTIONS The fees for Basic Services are predicated on the following conditions:
1. This Task Order will be focused on assisting DC during Task 1.0 Request for Proposals and become the Primary for the Task 2.0 Design/3.0 Pre-Construction, Task 4.0 Construction.
2. Durations of each Task are assumed as follows: Task 1.0 RFP (April – May 2025), Task 2.0 Design & 3.0 Pre-Construction (June – October 2025), and Task 4.0 Construction (November 2025 – July 2026). Total Duration of these initial APM Services is 26 Months (April 2025 – July 2026).
3. APM will report directly to Joey Leverette, County Manager and/or his designated person.
4. DC will provide office space and access to printers and copiers for report generation and meetings with staff as necessary.
5. APM will coordinate with DC procurement and installation of loose FF&E.
6. APM's proposed Fees during Task 4.0 include attending Two (2) on-site OAC meetings, inspections, and office time necessary to administrate this project.
7. Total Project Budget is $5 - 7 Million.

SCOPE OF BASIC SERVICES: APM's Scope of Basic Services is divided into FOUR TASKS as follows:

TASK 1.0 REQUEST FOR PROPOSALS FOR DESIGN BUILDER
TASK 2.0 DESIGN PHASE SERVICES
TASK 3.0 PRE-CONSTRUCTION PHASE SERVICES
TASK 4.0 CONSTRUCTION PHASE SERVICES

TASK 1.0 – REQUEST FOR PROPOSALS FOR DESIGN BUILDER: as divided into Three Sub-Tasks:

Sub Task 1.1 Participate in the proposal process.
Sub Task 1.2 Participate in the interview and final evaluation of short-listed teams.
Sub Task 1.3 Assist in presenting final recommendations and other required Dawson County for Actions.

SUB-TASK 1.1 – DEVELOP & MANAGE PROPOSAL PROCESS:

1.1.1 Proposal review meeting (s). APM will participate with the Proposal Review Committee to formally review each of the proposals received, and to develop a score for each. Once scored, the top Three Proposers (Short List) will be requested to enter the next phase of the process.

SUB-TASK 1.2 – INTERVIEW AND FINAL EVALUATION OF SHORT-LISTED TEAMS:

1.2.1 Interviews of Short-Listed Teams: If found necessary, APM will assist the Procurement Staff in preparations for Interviews.

1.2.2 Interview: APM will participate with the Proposal & Interview Committee in preparation prior to interviews. APM will facilitate the Interviews themselves and assist the Committee and Shot Listed firms during each.

1.2.3 Compilation of Scores and Final Recommendations: APM will score of each team interviewed and formulate a ranking for final consideration of the Committee.

1.2.4 Construction Contract Negotiations: APM will assist the Procurement Staff in negotiations between the Owner with the Design-Builder when negotiation for added or deleted scope is necessary prior to the award of contract. In addition, once authorization has been received from the appropriate authorities,

1.2.5 Design-Build Contract (s): APM will assist the Owner in the preparation of the Design-Build contract(s). Once the executed contract has been received back from the Design-Builder, APM will seek the proper signatures. Once the contract has been executed on behalf of the Owner, APM will issue a Notice to Proceed to assure a proper start of the Design-Build process.

SUB-TASK 1.3 – DAWSONCOUNTY BOARD ACTIONS:

1.3.1 Review of Scores and Rankings. APM will, as determined necessary, assist the Procurement Staff in presenting the final rankings and recommended Team to the Dawson County leadership for review and consideration.

TASK 2.0 - PROJECT DESIGN PHASE ACTIVITIES / SERVICES: as divided into the following Sub-Tasks:

2.0 DESIGN PHASE COORDINATION. APM will serve as the Owner's representative in coordination of the Design-Builder'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 tasks below will be accomplished to the best of their ability while maintaining the schedule.

- **Schematic Design:**
  - Presentation to and approval from the Owner of a proposed Schematic Design Report.
- **Design Development:**
  - Presentation to and approval from the Owner of 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-Builder, 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-Build 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-Builder'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-Builder 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-Builder.

2.5 CONSTRUCTABILITY REVIEW. Subject to the preceding paragraph, APM will provide input to the Owner and Design-Build 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-Builder'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-Builder 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-Builder.

2.8 EXPEDITE AGENCY REVIEWING AND APPROVALS. APM will oversee the Design-Builder'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-Builder. APM will advise the Design-Builder 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-Builder and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design-Builder 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-Builder, 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 be reviewed with the Owner, Design-Builder, 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-Builder.

2.14 COST MONITORING. APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design-Builder and provide cost information at the project meetings and on an as-needed basis.

TASK 3.0 – PRE-CONSTRUCTION PHASE SERVICES:

During this Phase of Services, APM will interact with the Design-Build Team to ensure that their proposed designs meet with Dawson County Project's requirements and needs. It is through this process that a Guaranteed Maximum Price (GMP) is achieved for each Project.

3.1 DESIGN BUDGET DEVELOPMENT. APM will review the Design-Builder's Project Budget/Estimates at the end of each of their Design Phases or Schematic Design, Design Development, and Construction Documents. APM's goal is to ensure alignment with Design-Builders Budget Estimates with Dawson County's Project Budgets. APM, along with Dawson County Staff, will review and evaluate Designs to ensure for best operational and programmatic fit. All related decisions will be made in coordination with the Owner with the technical assistance of APM.

3.2 EXPEDITE EARLY GMP PACKAGES. APM will coordinate with the Design-Builder to seek opportunities to expedite the construction process. These Early GMP Packages will require Dawson County and the Design-Builder to:

- Come to Terms with an Overall GMP Budget.
- Design-Builder to identify Early GMP Packages that benefit the Project's schedule and build a process to complete design sign-off and Buy-out by necessary sub-contractors and vendors
- Achieve Board Approval.

3.3 GMP EVALUATION. Upon receipt of GMP, APM will assist the Owner in evaluating for completeness, full responsiveness, and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award.

3.4 PRE-CONSTRUCTION CONFERENCE. APM will conduct, in conjunction with the Owner, a pre-construction orientation conference for the benefit of the team. This conference will serve to orient the Design-Builder to the various reporting procedures and site rules prior to the commencement of actual construction.

TASK 4.0 - PROJECT CONSTRUCTION PHASE ACTIVITIES / SERVICES: as divided into Two Sub-Tasks:

Sub Task 4.1 Administration of the Project.
Sub Task 4.2 Project Completion / Close-out Services.

SUB-TASK 4.1 - ADMINISTRATION OF THE PROJECTS.

APM will provide contract administration as an agent and representative of the Owner and to establish and implement coordination procedures between the Owner and Design-Builder.

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

4.1.2 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 Design-Builder to the Owner and/or Owner to the Design-Builder.

4.1.3 JOB SITE MEETINGS. APM will conduct periodic job-site progress meetings with the Design-Builder, conduct an overall coordination meeting with all team members, and will oversee the

recording, transcribing and distribution of minutes by the Design-Builder to all attendees, the Owner, and all other appropriate parties.

4.1.4 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 Design-Builder 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 Design-Builder on a regular basis.

4.1.5 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 Design-Builder, and which include, but are not limited to, the Design-Builder'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.

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

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

4.1.8 PROJECT/CONSTRUCTION SCHEDULE. Upon the transmission of a Notice of Award by DawsonCounty to the successful Design-Builder, APM will review the Design-Builder'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 Design-Builder and distribute to the Owner and other appropriate parties.

4.1.9 SCHEDULE OF VALUES. APM will review and coordinate the Design-Builder'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.

4.1.10 CONSTRUCTION PROGRESS REVIEW. APM will review the progress of construction with the Design-Builder, 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 Design-Builder's contractual progress and be the basis for the monthly progress payment to the Design-Builder.
- This review will indicate to the Owner when notices to the Design-Builder for acceleration of the Work and Owner prerogatives are appropriate.

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

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

4.1.12 MONTHLY DESIGN-BUILDER'S PAYMENT. APM will coordinate with the Design-Builder 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 Design-Builder 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 Design-Builder.
- 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 Design-Builder has used the previous monies paid on account of the construction contract sum.

4.1.13 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 Design-Builder.

- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Design-Builder to recapture the lost time and complete the Work in accordance with the Completion Dates.
- This Recovery Schedule will be distributed from the Design-Builder to APM, the Owner and other appropriate parties.

4.1.14 CHANGE ORDER PROCESSING SYSTEM. APM will establish and implement a Change Order processing system as set forth in the requirements of the Design-Build Contract.

- All requests for proposals will first be set forth in a letter by the Design-Builder outlining in detail the change and accompanied by technical drawings and specifications if necessary.

- The request for proposal will be transmitted to the Design-Builder and a detailed breakdown of cost and time extension requested will be returned to APM from the Design-Builder 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 Design-Builder'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 Dawson County procedures.

4.1.15 EVALUATE PROPOSAL COST. APM will evaluate the Design-Builder's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.

4.1.16 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.

4.1.17 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 Design-Builder or Owner to determine the actual worth and time required for the work.

4.1.18 EQUIPMENT INSTRUCTION MANUALS. Unless otherwise directed by Dawson 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.

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

4.1.20 TRAINING SESSIONS. APM will coordinate with the Design-Builder to schedule training sessions for the Owner's maintenance and operational personnel and will assure that the Design-Builder's obligation in providing this training is fulfilled.

4.1.21 SUBSTANTIAL COMPLETION. APM will decide of the remaining work necessary for Substantial Completion and notify the Design-Builder 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 Design-Builder 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.

4.1.22 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 Design-Builder.

SUB-TASK 4.2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

4.2.1 OCCUPANCY PERMIT. APM will coordinate the Design-Builder 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.

COMPENSATION

APM proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:
16 Months (April 2025 – July 2026)

TASK 1.0 – Participate in the RFP Process	
(April – May 2025) =	**$ 8,400.00**
TASKS 2.0 & 3.0 – Design & Pre-Construction Phase Management	
(June – October 2025 or 5 months x $5,400) =	**$ 27,000.00**
TASK 4.0 – Construction Phase Management	
(November 2025 – July 2026 or 9 months x $5,400) =	**$ 48,600.00**
TOTAL:	**$ 84,000.00**

2025 hourly rates:

- Sr. Project Manager $ 135
- Project Manager $ 130
- Project Controls - Estimator $ 145
  Scheduler $ 145

NOTE: Start and finish times presented above are estimated and subject to change. To the extent a start date is moved, services and fees will be adjusted to begin at that time. To the extent, the project's completion is delayed therefore extending the need for our services, those services will be billed on hourly basis or locked to a 40 MHs per Month x $135 MH or total of $5,400.00 per month total.

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 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:
Dawson County, Georgia

_____
Authorized Signature

_____
Name/Title

_____
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 DC and constitutes the "Agreement". "DC" 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. The construction Manager shall be that party whom DC 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 DC Staff. APM will take reasonable precautions to minimize damage to the property 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 DC 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 DC of the changed conditions necessitating renegotiations, and APM and DC 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 and therefore results in delaying or extending the project schedule; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by DC, that result in changes in schedule; or, 4) additional charges will be applicable at mutually agreed upon rates.

INFORMAL DOCUMENTS: From time-to-time APM may provide DC with preliminary sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". DC 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. DC agrees that DC, 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 makes 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 DC to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of DC or by contractors of any level. When such delays beyond APM's reasonable control occur, DC 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.

OWNER DISCLOSURE: DC agrees to advise APM prior to execution of this Agreement of any hazardous substances or

any condition, known or that should be known by DC existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. DC agrees to provide continuing information as it becomes available to DC 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. DC 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 monthly tied to the Compensation breakdown listed previously in this document. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within fifteen (15) days from the invoice date, DC 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 DC 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. DC 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. DC agrees that they will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices. DC 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 DC and anyone claiming by, through or under DC, 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 DC to APM for services under this Agreement.

PROMPT NOTICE

DC will give prompt written notice to APM whenever they observe or become aware of any development that affects the scope or timing of APM's Scope of Services.

FURNISHED DATA

DC will provide APM with all data and information regarding DC'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 DC.

FORCE MAJEURE

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

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

TERMINATION/CANCELLATION

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

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.

APM shall execute the attached contractor affidavit. Failure to execute the attached contractor affidavit shall render this contract null and void and of no effect.