

PROFESSIONAL SERVICES AGREEMENT

Contract #: 2016-071

Project Name: Design Consulting Services for a Greenway System Plan

Location: Gordon County, Georgia

Client: Gordon County, Georgia
P.O. Box 580
Calhoun, Georgia 30703
Contact: James F. Ledbetter, Attorney
(706) 879-2314

Consultant: KAIZEN Collaborative, LLC
2390 Main Street
Tucker, Georgia 30084
404-626-3519
Contact: Greta deMayo, PLA
(404) 239-2521

Date: November 29, 2016

Thank you for the opportunity to submit the following proposal contract to Gordon County, Georgia for consultant services for a *Greenway / Blueway System Plan*. The scope of work will be completed within eight months of a signed contract.

The following scope of basic services is in accordance with the *RFQ for Design Consulting Services for a Greenway System Plan for Gordon County* and as outlined within the Project Approach within the October 5, 2016 *KAIZEN Qualifications submittal*.

SCOPE OF BASIC SERVICES:

STEP 1: COLLECTION OF DATA AND ANALYSIS

KAIZEN will coordinate with Gordon County's Project Manager to obtain all information related to the proposed trail master plan.

Tasks will include:

- Inventory of the county's trails, trailheads, community activity areas (including all partner recreation areas, campgrounds, downtown, schools, parks, commercial/service areas, transit center, etc.), community connectivity opportunities, natural resources/open space areas;
- Collection of city/county GIS map files (including property ownership), aerial photography and planning documents;
- Collection of current county relevant planning documents including alternative transportation modes such as greenway trails, urban trails, and high-quality bicycle roadway facilities;
- Collection of planned residential, commercial and mixed-use development site plans, and if available as well as areas determined as potential redevelopment/development sites;
- Collection of planned roadway changes within the county and adjoining areas.

Upon completion of data collection, KAIZEN will catalogue the existing trails within Gordon County and compile all information into a working map for use during fieldwork.

STEP 2: FORMATION OF ADVISORY GROUP AND PUBLIC INPUT

KAIZEN will guide Gordon County's creation of an Advisory Group to insure input from key stakeholders, partners, citizens, and the city staff throughout the master planning process. The group will meet four to six times during the eight month master planning process. The role of the Advisory Group will be to assist during the planning process with establishing overall goals for the trail system, approve branding and trail design standards, and provide local input into trail destinations and routes. If key stakeholders are not available to participate in the Advisory Group, KAIZEN will hold stakeholder meetings as suggested by the County Project Manager.

KAIZEN will facilitate a community meeting to gain citizen insights and goals. The meeting will introduce the consultant team, provide visions for the Gordon County trail system, educate the community about benefits of trails, and collect feedback regarding desired destinations and connectivity routes. KAIZEN will facilitate the meeting to present the preliminary findings for the master plan. The meeting will be focused on gathering additional feedback from the community and discussing the details of the plan.

STEP 3: ESTABLISH VISION AND GOALS

KAIZEN will begin the planning process working with the Advisory Group to establish an overall vision and goals for the *Greenway / Blueway System Plan*. The overall goals will lead to determining the type of bike and pedestrian facilities proposed within the master plan (trail standards, user types, and typologies) such as:

- Greenway Trails
- Blueway Trails
- Side Paths
- Protected Cycle Tracks with adjacent Pedestrian walkways

All trail recommendations within the *Gordon County Greenway / Blueway System Plan* will be based upon the Advisory Group's established vision and goals.

STEP 4: DEVELOP TRAIL MASTER PLAN

After completion of the collection and analysis of data and the first Advisory Group meeting, KAIZEN will conduct field work to assess the feasibility of trail connectivity between key destinations within Gordon County and along key city connectivity corridors. To determine feasibility, KAIZEN will assess potential trail routes with criteria such as:

- Identifying the type of trail and user demand
- Creating an overall trail experience to ensure high use
- Proposing a routing that is realistic for construction
- Working within public property when possible

The master plan will identify missing trail segments, connections to existing trails, new trail connectivity routes (including school routes), and blueway trail opportunities. Upon completion of the field work, KAIZEN will outline trail connectivity options on GIS mapping and present each trail segment route to the Advisory Group for discussion and feedback. To achieve a connected county-wide trail network, KAIZEN will assess the feasibility of all trail linkages.

Four months will be allocated to accomplish all of the field work for the *Gordon County Greenway / Blueway System Plan*. The Advisory Group will meet three times during these four months to guide and approve the proposed trail alignments and to approve the branding and design standards for the trail system.

The *Greenway / Blueway System Plan* will be thoroughly evaluated and mapped to show all future trail connections. The final master plan document will include:

- Executive Summary
- Table of Contents
- Chapter 1: Introduction
- Chapter 2: Methodology
- Chapter 3: Gordon County Greenway / Blueway System Plan
- Chapter 4: Implementation Strategy
- Chapter 5: Design Standards

The master plan document will be formatted 8.5" x 11" and will provide a narrative description, length of trail, location map/graphic, and cost estimate for each trail segment. Conceptual before/after photomorphs will be created to show critical visions of key trail segments.

To promote the overall master plan vision, KAIZEN will provide Gordon County with reproducible graphics that portray various components of the Master Plan for marketing and promotional purposes. The master plan graphics will include:

- Overall County-Wide Master Plan
- Trail Segment Plans
- Trail Segment Visioning Graphics (before/after photomorphs)

Final deliverables will include six (6) copies of the *Gordon County Greenway / Blueway System Plan* document with spiral binding and clear cover; one (1) digital .pdf of the complete report in high resolution for printing; and one (1) digital .pdf of the complete report for emailing or web posting. In addition, ArcGIS files of the final trail routes will be coordinated with the city upon completion of the master plan document.

STEP 5: CREATE DESIGN STANDARDS

KAIZEN will establish overall branding and design standards for the *Gordon County Greenway / Blueway System Plan*. We will engage the Advisory Group to ensure guidance, acceptance, and approval of the master plan's design standards. The goal of the *Greenway / Blueway System Plan* design standards will be to create a consistent 'look' for the trail system to ensure continuous quality throughout the trail network.

KAIZEN will integrate feedback from the Advisory Group into the branding, design of trail signage, selection of amenity specifications, and establishing design standards for the *Greenway / Blueway System Plan*. The final trail design standards will be included within the master plan document.

STEP 6: OUTLINE AN IMPLEMENTATION STRATEGY

KAIZEN will work with the County Project Manager to outline an implementation strategy which identifies:

- Transition of the Advisory Group to an Implementation Committee
- Creation of a Friends Group
- Model-Mile Project
- Trail Segment Prioritization
- Implementation Cost Summary (*based on actual 2016 trail construction costs*)
- Timeline
- Maintenance Plan
- Funding Sources
- Next Steps

PROJECT FEE:

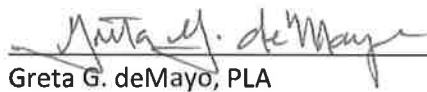
Professional services for the *Gordon County Greenway / Blueway System Plan* will be provided for a lump sum fee of fifty thousand dollars (\$50,000.00). Additional tasks to the outlined scope of services will be charged on an hourly basis

ACCEPTED:

The Client accepts the terms and conditions of this Professional Services Agreement.

KAIZEN Collaborative, LLC:

Gordon County, Georgia:


Greta G. deMayo, PLA

Name

Principal Owner

Title

Title

November 29, 2016

Date

Date

TERMS AND CONDITIONS

KAIZEN Collaborative, LLC (KAIZEN) shall perform the services outlined in this agreement for the stated fee arrangement.

1.0 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. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceability of such term(s) or provisions(s) tends to render the agreement commercially useless to either party, in which case the entire agreement shall become null and void.

2.0 Access to Site:

Unless otherwise stated, KAIZEN will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently KAIZEN is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

3.0 Billings/Payment:

Invoices for KAIZEN services shall be submitted, at KAIZEN's option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and provide any concerns in writing to Kaizen within seven (7) days of receipt. Invoices shall be considered "Past Due" if not paid within 30 days after receipt of invoice for services rendered. If the invoice is not paid within 30 days, KAIZEN may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, stop work on the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% per month on the unpaid balance at the sole election of KAIZEN. In the event any portion or all of an account remains unpaid 90 days after proper billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

4.0 Reimbursable Expenses:

Reimbursable expenses are included within the lump sum fee. These expenses include:

- A. All printing, postage, shipping, and long distance phone charges necessary to perform the services listed herein.
- B. All travel cost (i.e., air fare, rental car, lodging, meals, etc.) necessary to perform the services listed herein.
- C. All expenses necessary to perform the Final Acceptance site observation listed herein.
- D. Automobile travel necessary to perform the work specified herein will be filled to OWNER at the established IRS allowances in effect at the time the mileage is incurred.
- E. Costs to complete electronic transfers of files will be billed on an hourly basis. This includes creating and e-mailing construction documents as PDF, TIFF, PLT, etc. to the Client or 3rd party, such as contractors or printing companies.

5.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and other services that are not included under professional services. KAIZEN will only perform additional services when authorized in writing by the Client or Client's representative.

Hourly rates for this Agreement are as follows:

Principal	\$110.00/hour	Project Manager/Civil Engineer	\$125.00/hour
Professional Staff	\$95.00/hour	Structural Engineer	\$150.00/hour

6.0 Client Furnished Services:

Any services provided by the Client for KAIZEN shall be deemed reliable and KAIZEN shall be entitled to rely on the accuracy and completeness of any services and information furnished.

7.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and KAIZEN, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, KAIZEN's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed total fee or \$50,000, whichever is less. Such causes include, but are not limited to, KAIZEN negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

8.0 Dispute Resolution:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation or mediation. The parties shall first endeavor to settle the

dispute through direct discussions or negotiations. If the dispute cannot be settled through direct negotiations, the parties shall endeavor to settle the dispute by mediation under a court of competent jurisdiction.

9.0 Standard of Care:

KAIZEN shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily expected of by and consistent with the standards of competent consultants practicing in the same or a similar locality as the Project.

10.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

10.1 Client to KAIZEN

The Client shall deliver to KAIZEN electronic files suitable for use in the format, specification, media and hardware platform (production system) stated in the agreement. KAIZEN shall review the files and accept it within 5 days as being suitable for their use on the project. Within the acceptance period if the data is not determined suitable for use, KAIZEN shall notify the Client in writing of the corrections required. The Client shall make the required corrections and return the files to KAIZEN.

10.2 KAIZEN to Client of Third Parties

KAIZEN shall deliver to the Client contract document files for the production system stated in the agreement. These files are compatible only with the production system stated in the agreement and may not be compatible beyond the specified release of the above-stated production system. KAIZEN agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed document will govern as the official delivered contract documents.

11.0 Termination of Services:

This agreement may be terminated by written notice by either the Client or KAIZEN should the other fail to perform its obligations hereunder or for no cause. In the event of termination, the Client shall pay KAIZEN for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

12.0 Ownership of Documents:

Unless otherwise agreed to in writing, all documents, including electronic media, produced by KAIZEN under this agreement shall remain the property of Gordon County. Any unauthorized use or distribution shall be a Clients' and Recipient's sole risk and without liability to KAIZEN. Upon the expiration of the acceptance period for electronic media as stated below, the client will indemnify and save harmless KAIZEN for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files, output generated from them, use beyond the specified release or reuse of files altered by Client or others.

13.0 Solicitation of Employees:

During the term of this Agreement, neither party will solicit, hire, or make an offer of employment to an employee of the other party without prior written consent of the other party.

14.0 Delays:

KAIZEN is not responsible for delays caused by factors beyond KAIZEN'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 Client to furnish timely information or approve or disapprove of KAIZEN's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond KAIZEN's reasonable control occur, the Client agrees KAIZEN is not responsible for damages, nor shall KAIZEN be deemed to be in default of this agreement.

15.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. KAIZEN and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. KAIZEN and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for KAIZEN to take immediate measures to protect human health and safety, and/or the environment. KAIZEN agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages KAIZEN to take any and all prudent "first aid" measures that in KAIZEN's professional opinion are justified to preserve and protect the health and safety of KAIZEN's personnel and the public, and/or the environment, and the Client agrees to compensate KAIZEN for reasonable additional cost of such work. The Client waives any claim against KAIZEN, and agrees to indemnify, defend and hold KAIZEN harmless from any claim or liability for injury or loss arising from KAIZEN's encountering unanticipated hazardous

materials. The Client also agrees to compensate KAIZEN for any time reasonably spent and expenses incurred by KAIZEN in defense of any such claim, with such compensation to be based upon KAIZEN's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions which are properly disclosed and identified in a timely manner.

16.0 Site Operations:

KAIZEN field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that KAIZEN may not identify all subsurface utility lines and man-made objects, and that the information upon which KAIZEN relies may contain errors, may be incomplete, or insufficient. KAIZEN is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface, subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, KAIZEN shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

17.0 Construction Activities:

Unless specifically state otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

18.0 Governing Law:

Unless otherwise specified, this agreement shall be deemed to be executed in Gordon County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in Gordon County, Georgia.

By signing the attached proposal for professional services, the client agrees that they have fully read, understand and accept the Terms and Conditions as stated above.