



PROJECT SERVICES AGREEMENT

Project Name: City Trail Master Plan

Location:

Client:

Consultant: PATH Foundation
 1601 W. Peachtree Street
 Atlanta, Georgia 30309
 Contact: Greta deMayo, Executive Director

Date:

PATH Foundation, Inc. (PATH) will provide the City services for the development of the *City Trail Master Plan* which will verify the feasibility of all proposed trails and identify additional trail opportunities within the city limits. During the master planning process, the following scope of work will be completed by PATH within six months.

SCOPE OF BASIC SERVICES:

Task I - Data Collection and Analysis:

Coordination with City Project Manager will occur in order to obtain all information related to the proposed trail master plan. PATH will coordinate with the City PM to collect and review all work to-date for the trail connectivity in addition to proposed alternate bicycle/pedestrian transportation and recreational plans.

Tasks will include:

- Collection of City GIS map files (including property ownership), aerial photography and planning documents;
- Collection of current City 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 by the City;
- Collection of planned roadway changes within the city and adjoining areas;
- Review of all materials and organization of base information for analysis and fieldwork.

Deliverables will include:

- One (1) 24x36 fieldwork base map of the study area with existing and proposed greenway trail routes, roadways, and planned developments.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Task II - Kick-off and Initial Field Work:

Upon completion of data collection and analysis, PATH will conduct a kick-off meeting with City PM and make recommendations for the city's creation of a steering committee. PATH recommends the steering committee size to be 12 to 15 people, including City Staff from Departments of Parks and Recreation, Transportation, Public Works, along with representatives from advocacy groups, neighborhoods, non-profit organizations focused on moving forward trails, and leadership from the City Council. The steering committee will guide PATH in better understanding existing conditions, opportunities, and provide input and feedback through the project.

PATH will go over all previous proposed trail data with City PM and conduct tours of critical destinations and corridors. City PM will facilitate all stakeholder tours for guiding the PATH Team to understand desired destinations for trail connectivity. Additional field work will occur to verify greenway trail opportunities.

Tasks will include:

- Attend one (1) kick-off meeting/tour and conduct initial field work;
- Assessment of planned/proposed routes to identify origins, destinations, opportunities, and challenges;
- Photograph documentation of potential trail route opportunities;
- Preparation of a conceptual greenway trail base map showing all trail route options identified during field work;
- Development of up to four (4) visioning graphics to illustrate existing and potential conditions of proposed greenway trail opportunities.
- PATH/City PM Team meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)

Deliverables will include:

- One (1) digital (.pdf) 24x36 conceptual greenway trail master plan.
- Four (4) digital visioning graphics (.pdf) to be used for presentation to garner public support and assist in fundraising.
- Summary report of site assessment and greenway trail connectivity in digital format (.pdf)
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Task III - Trail Planning Preliminary Findings

Steering Committee Meeting #1: Upon completion of the initial field work, the preliminary findings will be presented to a steering committee to review and obtain feedback. Following the meeting, PATH will conduct additional field work, attend any stakeholder meetings during the same timeframe, and review all steering committee feedback to determine the best opportunities for trail connections between key

destinations. All information collected during this additional field work will be incorporated towards PATH's creation of a draft greenway trail plan.

Tasks will include:

- Attend one (1) steering committee meeting;
- Conduct additional field work and stakeholder meetings (to be scheduled/coordinated during same timeframe);
- Present preliminary findings and trail visions;
- Review City Park amenity standards;
- Collect steering committee input for additional field verification and creating the draft greenway trail plan;
- PATH/City PM Team meeting – unlimited number of electronic messaging (i.e. web conference/ conference call).

Deliverables will include:

- Digital PowerPoint presentation of existing conditions, planned conditions, and preliminary greenway trail connectivity mapping.
- Two (2) additional digital visioning graphics (.pdf) to convey the vision for trail segments.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Task IV – Trail System Design Standards and Guidelines:

Prior to Steering Committee Meeting #2, PATH will develop context sensitive greenway trail standards and guidelines for a variety of elements including amenities, signage/wayfinding, and construction standards. Specific tasks include:

Trail Amenities:

Existing city amenity standards will be reviewed. Two (2) separate amenity style/theme families will be produced for the *City Trail Master Plan* and presented during Steering Committee Meeting #2. The featured amenities will include benches, trash receptacles, bollards, bike racks and pet waste stations. The style families will be presented during the steering committee meeting for discussion and final selection. Amenity manufacturer information will be included. The final deliverable will be an amenities package in digital format (.pdf).

Trail Signage Package:

Two (2) style/theme concepts for the *City Greenway Trail System* signage will be produced. Sign types to include:

- Informational Trailhead Kiosk Signage
- Secondary Identification Signage
- Wayfinding Signage
- Regulatory Signage
- Mile Marker Signage

The signage concepts will be presented during Steering Committee Meeting #2 for review and feedback. The final sign selection will be revised based on input and presented during Steering Committee Meeting #3. The final deliverables will be a conceptual image of all trail signage in digital form (.pdf).

Trail Construction Standards:

The *City Greenway Trail System* construction standards will be presented during Steering Committee Meeting #2 for review/comment. The final construction standards will be presented during Steering Committee Meeting #2 for approval and adoption. Included in the presentation will be the following:

- Trail width
- Trail surface material
- Trail details for construction
- Bridge options
- Boardwalk
- Railings/Fencing
- Tree Root Bridging and Protection
- Trail logo
- Trail signage
- Trail amenities
- Trail lighting
- At-grade crossing details
- Transit / trail connectivity

The design standards and recommended guidelines will be incorporated into the final *City Greenway Trail Master Plan*.

Steering Committee Meeting #2: Upon incorporation of steering committee meeting #1 input and findings collected during the additional field work, PATH will create mapping to show all proposed trail segments for the *City Trail Master Plan* and present the trail mapping and vision graphics to the steering committee for review and feedback. In addition, the presentation will include all trail design standards for the steering committee to give feedback and guide the overall “look” for the *City Greenway Trail System*.

Tasks will include:

- Attend one (1) steering committee meeting;
- Presentation of trail mapping and vision graphics;
- Presentation of trail design standards;
- Collection of steering committee input for final revision to greenway trail plan.

Deliverables will include:

- Digital PowerPoint presentation of draft greenway trail master plan.
- Meeting summary email with ‘next steps’ listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Task V – Trail Master Plan Development:

Public Meeting: PATH will conduct one (1) public meeting during the same timeframe as Steering Committee Meeting #3. The city shall schedule the meeting, circulate notices/advertisement, and provide a facility to accommodate the meeting. The meeting will include a presentation with PATH's Trail's 101 presentation along with the draft *City Trail Master Plan* and design standards.

The presentation will be followed with a general questions and answers section before it breaks out to open discussion with three separate stations. Each station will be prepared with (1) 30"x40" trail map board and (1) 30"x40" vision graphic board. Each station will be facilitated by one PATH team member and one or more steering committee members.

Public comments and feedback will be collected during the meeting's Q&A and the open discussion session. Comment cards will be distributed to the attendees at the beginning of the meeting and will be collected at the end. PATH will coordinate with City PM the presentation for posting on the City's website for public access and comments for (2) weeks after the meeting. A summary of all received public feedback will be circulated to the steering committee prior to finalize the draft *City Greenway Trail Master Plan*.

Steering Committee Meeting #3: Upon incorporating all feedback from Steering Committee Meeting #2, PATH will conduct any additional field work necessary to outline the draft *City Greenway Trail Master Plan*. The draft plan will be presented to the steering committee for review and comment. The draft plan will include an implementation strategy suggesting a model project along with outlining all initial trail segments to be built within the first 5-7 years following adoption of the *City Greenway Trail Master Plan*.

Tasks will include:

- Attend one (1) steering committee meeting
- Conduct one (1) public meeting
- Presentation of proposed phasing, cost estimates, timeline and property ownership data
- Collection of steering committee input for final revisions to be included within the *City Greenway Trail Master Plan*

Deliverables will include:

- Digital PowerPoint presentation of *City Trail Master Plan Implementation Strategy*.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Task VI - Draft Master Plan:

All information collected through field verification, from the steering committee and during the public's review/comment will be used to finalize the draft *City Greenway Trail Master Plan*.

Deliverables will include:

- One (1) 24x36 presentation board of the draft greenway trail master plan.

- Twelve (12) copies of the 8.5x11 bound draft master plan document and digital copies (.pdf) as both high resolution for printing and low resolution for ease of email distribution.
- Development of up to two (2) additional visioning graphics to illustrate existing and potential conditions of proposed greenway trail opportunities.

Steering Committee Meeting #4: Following Steering Committee Meeting #3 and the Public Meeting, final revisions will be incorporated into the master plan and the *City Trail Master Plan* will be presented to a steering committee for their final review, comment and acceptance.

Tasks will include:

- Attend one (1) steering committee meeting;
- Presentation of *City Greenway Trail Master Plan*.

Deliverables will include:

- Digital PowerPoint presentation of final *City Greenway Trail Master Plan*.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Task VII - Implementation Strategy, Cost Estimates and Timeline:

Within the final *City Greenway Trail Master Plan*, an implementation strategy will be outlined along with trail segment cost estimates and a timeline for implementation.

The implementation strategy will include:

- Implementation Phasing – A phasing priority of trail segments to allow ease for permitting/ fundraising/ and construction.
- Cost Estimate - A complete estimation of costs for acquisition/ design/ construction for each trail segment.
- Cost Summary - An overview of the entire trail system's total cost for implementation.
- Timeline - A timeline to provide the necessary information to monitor the implementation process and to ensure implementation in scheduled for completion.

Task VIII - City Adoption and Final Master Plan:

All additional review comments will be incorporated into a final *City Greenway Trail Master Plan*. PATH will present the final draft *City Trail Master Plan* to city council during a work session to allow for questions and answers prior to adoption. The city shall coordinate scheduling the presentation on the work session agenda.

Deliverables will include:

- Ten (10) copies of the 8.5x11 bound draft master plan document and digital copies (.pdf) as both high resolution for printing and low resolution for ease of email distribution.
- One (1) 24x36 presentation board of the *City Greenway Trail Master Plan*.

- Digital versions of master plan graphic as both high resolution for printing and low resolution for ease of email distribution (.pdf/.tiff/.jpeg).
- ArcGIS files of the final trail routes.

PROJECT FEE:

Task I – Data Collection and Analysis	0.00
Task II – Kick-off and Initial Field Work	0.00
Task III – Trail Planning Preliminary Findings	0.00
Task IV – Trail System Design Standards and Guidelines	0.00
Task V – Trail Master Plan Development	0.00
Task VI – Draft Master Plan	0.00
Task VII – Implementation Strategy, Cost Estimate, Timeline	0.00
Task VIII – City Adoption and Final Master Plan	0.00
Grand Total	0.00

PATH Foundation shall receive the above project fee as compensation for the described responsibilities within this professional services agreement. Reimbursable expenses (mileage, printing, shipping) will be billed in addition to the project fee as incurred.

ACCEPTED:

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

PATH Foundation, Inc.:

City of :

Greta deMayo

Name

Executive Director

Title

Title

Title

Date

Date

**MASTER AGREEMENT
TO MASTER PLAN, DESIGN AND MANAGE THE CONSTRUCTION OF TRAILS
IN THE CITY _____, GEORGIA**

This **MASTER AGREEMENT TO MASTER PLAN, DESIGN AND MANAGE THE CONSTRUCTION OF TRAILS IN THE CITY OF _____** ("Agreement"), made this _____ day of _____ 20__, by and between the City of _____, Georgia, a municipal corporation of the State of Georgia, ("City") and the PATH Foundation, Inc. ("PATH"), shall constitute the terms and conditions of a Master Agreement under which PATH shall provide for the planning, designing and construction management of trails in the City.

WHEREAS, the City Council has determined that the presence of a trail network throughout the City will provide an alternative transportation system which will enhance the air quality, reduce highway congestion, reduce fossil fuel consumption, promote health and public safety, and generally improve the quality of life in _____, Georgia; and

WHEREAS, the City Council has further determined that the introduction of a trail system will promote economic growth, appreciation of property values, and tourism in the City; and

WHEREAS, PATH Foundation was formed and organized in 1991 as a 501(c)(3), nonprofit organization with a mission to develop a system of interlinking multi-use trails through the State of Georgia for commuting and recreational uses; and

WHEREAS, PATH has a lean administrative structure, and a demonstrated record of trail planning, design, and construction; showing its ability to complete projects on schedule, under budget, while leveraging significant local funding; and

WHEREAS, PATH's area of expertise includes without limitation, planning, routing, detailed design, project management, coordination, land or easement acquisition, financing and performance of any or all other acts necessary or incidental to successful completion of trails, cycle tracks, shared-use paths and other high-quality bicycle and pedestrian projects; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the value and sufficiency of which are hereby acknowledged, the City and PATH hereby agree as follows:

ARTICLE I. MASTER AGREEMENT

This Agreement is a master agreement that sets forth the basic terms and conditions pursuant to which PATH shall perform work for the City. The particular terms for each project shall be approved by City Council and agreed to by both parties as set forth in an agreement relating to such project ("Project Agreement"). Each Project Agreement shall incorporate the terms of this Agreement to the extent they are not inconsistent with the terms and conditions of the Project Agreement.

ARTICLE II. CONTRACT TIME

A. The term of this Master Agreement shall commence upon execution and shall expire at midnight on the first date of which all Project Agreements have expired or terminated; provided, however, that in no event shall the term of this Master Agreement exceed five (5) years from the

date of execution. Following expiration as provided above, the parties may extend this Agreement upon mutually agreeable terms and conditions.

B. If at any time this Master Agreement is determined by a court of competent jurisdiction to be subject to the provisions of O.C.G.A. § 36-60-13, then the term of this Master Agreement shall revert to an annual term subject to renewal by agreement of the parties, unless it is terminated by the City with thirty (30) days' written notice to PATH.

C. The parties hereto agree that to the extent that the term of any Project Agreement exceeds five (5) years, then the Project Agreement shall comply with the provisions of O.C.G.A. § 36-60-13.

ARTICLE III. PAYMENT

A. Services. If applicable, the City shall pay PATH for basic services based on the schedule set forth in the applicable Project Agreement.

B. Reports and Invoices. PATH shall submit monthly reports and invoices to the City which reference the relevant Project Agreement, indicate items with unit cost, percentage of work completed to date, amount previously billed, current month's invoice, all relevant supporting documentation and such other documentation as may be requested by the City's Finance Director.

C. Payment upon Termination. In case of termination of this Agreement or any Project Agreement before the completion of the work, PATH will be paid only for work completed as of the date of termination as determined by the City, if PATH is being paid for any services under the Project Agreement(s).

ARTICLE IV. SCOPE OF WORK

A. Obligations of PATH.

PATH agrees to provide all services necessary to:

1. Identify property to be acquired by the City to implement particular projects in accordance with this Agreement and any Project Agreement, and oversee coordination of such acquisition (including, but not limited to, conducting meetings with property owners, coordinating creation of acquisition plats and legal description with surveyor), as may be requested by the City.

2. Assist City personnel in seeking and obtaining funding for trail projects.

3. Provide expertise and guidance to the City during all phases of trail development for which a Project Agreement has been approved.

4. When an approved Project Agreement is in place, act as single point source of responsibility, as the City's designee, acting under the supervision of a representative of the City ("City Representative"), during the preliminary planning of trails as well as any construction and development which is covered by a Project Agreement.

5. Provide adequate professionally certified staff to effectively supervise all initial planning phases of trail development and any pending Project Agreements.

B. Obligations of the City.

The City agrees to:

1. Identify staff members from the Special Projects, Traffic Engineering, Parks, and Public Works Departments, as well as essential personnel from other Departments and allocate time for them to represent the City during initial planning phases and the execution of Project Agreements.

2. Make City maps, studies, plans, etc., available to the design team at no charge during the development of trails; provided, however, that the City makes no representations or warranties as to the accuracy of said maps, studies, plans, etc.

3. Make City-owned right-of-way available for the development of trails, subject to review and approval of routes by the City Council.

4. Use its best efforts to acquire property identified by PATH as necessary to implement particular projects in accordance with this Agreement and any Project Agreement.

5. Provide facilities for and co-host public meetings, as required, during the planning and design of the trail system.

6. Provide in-kind services to the design and construction team as specified in each Project Agreement. These services may include plan review, permits and inspections, dumping fees at City-owned facilities where the facility accepts the items tendered, pick up of vegetative debris at roadside, street signs and striping, and water and/or sewer tap fees if irrigation and restrooms are installed.

7. If applicable, furnish funding for the project as set forth in the Project Agreement.

ARTICLE V. GENERAL CONDITIONS

A. Accuracy of Work. PATH shall be responsible for the accuracy of the work and any error and/or omission made by PATH in any phase of the work under this Agreement; provided, however, PATH shall not be responsible for ongoing routine maintenance of any project constructed under this Agreement.

B. Additional Work. If PATH is asked by the City to perform work beyond the scope of this Agreement or any individual Project Agreement for which payment is desired, PATH shall notify the City in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain approval in writing from the City prior to performing such additional work. The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City.

C. Ownership of Documents. Absent a provision to the contrary in a Project Agreement, all documents are and remain the property of the City, and PATH agrees that the City may reuse

any and all documents described herein in its sole discretion without first obtaining permission of PATH and without any payment of any monies to PATH therefor; provided, however, any reuse of the documents by the City on a different site shall be at its risk, and PATH shall have no liability where such documents are reused on another project.

D. Successors and Assigns. The City and PATH each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above stated, neither the City nor PATH shall assign, sublet, subcontract, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of the City, nor shall it be construed as giving any right or benefits hereunder to anyone other than the parties to this Agreement.

E. Licenses, Standards, and Qualifications. PATH shall meet any and all licensing requirements, standards and/or other qualifications necessary to perform the work described in Article IV A herein.

F. Termination of this Agreement. The City or PATH may unilaterally terminate this Agreement, in whole or in part, for convenience, or because of failure of either of them to fulfill the obligations herein in any respect. The termination of this Agreement shall have no effect on the term of any and all Project Agreements; provided, however, that the City may unilaterally terminate any or all Project Agreements, in whole or in part, for its convenience, or because of PATH's failure to fulfill its obligations therein in any respect. The City or PATH shall terminate by delivering to the other party, with at least thirty (30) days' written notice, a Notice of Termination specifying the nature, extent, and effective date of termination. PATH shall be paid for services rendered up to the date of termination, if applicable, in accordance with the schedules set out in the applicable Project Agreement. The Notice of Termination shall be sent to PATH and the City, addressed as follows:

If to PATH:

PATH Foundation, Inc.
160I West Peachtree Street
Atlanta, Georgia 30309
Attention: Greta deMayo, Executive Director

If to the City:

City of _____
(Address)
Attention: City Manager

With a copy to:

(Name)
City Attorney
(Address)

All notices sent to the above address shall be binding upon PATH unless said address is changed by PATH in writing to the City.

G. Insurance. At the time of execution of this Agreement, PATH shall furnish Certificates of Insurance from companies doing business in Georgia or written evidence or self-insurance that is acceptable to the City covering:

1. Statutory Workers' Compensation Insurance and Employer's Liability with limits of at least \$1,000,000 each accident/\$1,000,000 each employee by disease and \$1,000,000 policy limit by disease. Include an Alternate Employer's Endorsement listing the City as the alternate employer or proof that PATH is not required to provide such coverage under Georgia law. PATH agrees to confirm that all subcontractors likewise carry statutory Workers' Compensation insurance, and to provide confirmation of such to the City. This policy shall contain a waiver of subrogation in favor of "City of _____, Georgia, its appointed and elected officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers" for losses arising from work performed under this Agreement by or on behalf of PATH.

2. Professional liability insurance on the services in this Agreement with a minimum limit of one million dollars (\$1,000,000).

3. Comprehensive liability insurance covering all operations and automobiles:

- a. With minimum limits of \$100,000/\$300,000 bodily injury; and
- b. With minimum limits of \$100,000 property damage.

4. Commercial General Liability insurance covering liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least \$1,000,000 each occurrence. The City of _____, Georgia, its elected and appointed officials, employees, volunteers, boards, and authorities shall be named as an "Additional Insured" on this policy.

PATH may meet the insurance limits set forth herein with any combination of primary and umbrella/excess liability insurance.

This insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded by the City.

All insurance provided by PATH shall be written by companies that have a rating of A-VII or better by the A.M. Best Company.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect PATH and such coverage and limits shall not be deemed as a limitation of PATH's liability to the City under this Agreement.

PATH waives all rights against the City, its elected and appointed officials, employees, volunteers, boards, and authorities for recovery of damages to the extent these damages are covered by commercial general liability, auto liability (or under any applicable auto physical damage policy), Workers' Compensation or commercial umbrella liability insurance maintained pursuant to this Agreement.

Certificates of insurance shall be executed in accordance with the following provisions:

1. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this Agreement;
2. Certificates to contain the location and operations to which the insurance applies;
3. Certificates to contain the following clause:

“Re: Change or Cancellation. Policy will not be changed or cancelled without ten (10) days’ prior notice to the City, as evidenced by return receipts of registered or certified letters.”

H. Non-Discrimination. During performance of this Agreement, PATH shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

PATH shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. PATH's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

PATH shall, in all solicitations or advertisements for employees placed by, or on behalf of PATH, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

PATH shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

J. City Representative. The City shall designate the City Representative through whom PATH will contact the City. The City Representative shall be consulted, and his/her written recommendation obtained before any request for additional work is presented to City Council. All payments to PATH shall be submitted to and approved by the City Representative in accordance with the payment provision set forth herein.

K. PATH's Status. The relationship between the City and PATH shall be that of owner and independent contractor. Nothing contained in this Agreement shall be construed to constitute PATH or any of its employees, agents or subcontracts as a partner, employee or agent of the City or as the City's exclusive contractor for trail development. The City may, in its sole discretion, engage other contractors for trail development within the City.

L. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendments or modifications of this Agreement or any Project Agreement shall be enforceable unless approved by action of the City Council. All Project Agreements shall be approved by action of the City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date hereinabove written.

PATH FOUNDATION, INC.

By: _____
Signature
Printed Name: _____
Title: _____

ATTEST:

By: _____
Signature
Printed Name: _____
Title: _____

CITY OF _____, GEORGIA

By: _____
Signature
Printed Name: _____
Title: _____

ATTEST:

By: _____
Signature
Printed Name: _____
Title: _____

(SEAL)

**PROJECT AGREEMENT
BY AND BETWEEN THE CITY OF _____, GEORGIA, AND
THE PATH FOUNDATION, INC., FOR TRAIL DESIGN AND CONSTRUCTION MANAGEMENT**

PROJECT: _____

THIS PROJECT AGREEMENT ("PSA") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF _____, GEORGIA** ("City") and **PATH FOUNDATION, INC.** ("PATH").

WITNESSETH:

WHEREAS, the City entered into a Master Agreement with PATH (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and PATH will proceed to implement specific projects related to the design and management of a trail network within the City; and

WHEREAS, the Master Agreement provides that the parties will work together to determine the terms and conditions for specific projects for the trail network, each to be memorialized in a project agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto ("Project") as a specific project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern the Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally found hereby, agree as follows:

**2.
DEFINITIONS; PROJECT DESCRIPTION**

Terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. The Project and scope of work are described in Exhibit A attached hereto.

**3.
TERM; TERMINATION**

This Agreement shall commence on the date hereof and shall continue in effect for a term that ends on the earlier to occur of **DATE, 202X** (unless otherwise extended by mutual written agreement of the parties) or the date on which the Project covered by this Agreement has been completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for **four (4) one-year terms** unless earlier terminated as provided herein.

Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
BUDGET; PAYMENT TERMS

The proposed budget and sources of funding for the design and management of the Project are described in Exhibit B attached hereto. Payment terms for the Project are as described in Exhibit C attached hereto.

5.
DOCUMENTATION AND RECORDS

A. Documentation. PATH will send documentation of the status of the Project in the form and frequency requested by the City Representative. Such documentation shall indicate the progress of specific activities on the Project schedule.

B. Records/Audit. PATH will maintain records and accounts in connection with the performance of this Agreement for a period of three (3) years from the date of completion of the Project. The City Representative shall have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City reserves the right to audit such records and accounts at any time during the period commencing on the date of this Agreement and ending 365 days after completion of the Project.

6.
PROJECT SCHEDULE

The preliminary schedule for the Project is described in Exhibit D attached hereto. As adjustments in the Project schedule become necessary, the City and PATH shall cooperate in developing a revision to the Project schedule and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law, as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or PATH, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.
GOVERNING LAW/VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in **City of _____**, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of **_____ County**, Georgia.

9.
AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.
ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.
TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written.

PATH FOUNDATION, INC.

(SEAL)

By: _____
Signature

Printed Name

Title

Date: _____

ATTEST:

Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF _____, GEORGIA

By: _____
Name

Date: _____

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

EXHIBIT A
PROJECT DESCRIPTION/SCOPE OF WORK

**EXHIBIT B
BUDGET**

Proposed budget and sources of funding for the design and management of construction of greenway trail from

Budget	Cost
Acquisition	\$ TBD
Preliminary Design	\$
Construction Management	\$ *
Construction	\$
Total Budget for Project:	\$
Funding from Transportation Enhancement (GDOT)	\$
Funding from Recreational Trails (GDNR)	\$
Funding from Fulton County	\$
Matching Funds for Federal Project	\$
City Budget	\$
Sandy Springs In-kind	\$
Other City Funding	\$
Funding from PATH Foundation	\$ *
Funding from	\$
TOTAL	\$

*PATH will provide construction management services at no cost to the City (valued at 6% of construction costs).

EXHIBIT C
PAYMENT TERMS

PATH has agreed to construction management services, as described in Exhibit A, at no cost to the City; provided however, PATH shall be entitled to reimbursement for out-of-pocket costs expended for this Project that have been pre-approved by the City, as may be invoiced in accordance with the provisions of Article III of the Master Agreement.

EXHIBIT D
PROJECT SCHEDULE*

TASK/SERVICE	MONTH/YEAR
30% Design Review	January 202X
60% Design Review	March 202X
Geotech	February 202X
100% Design Review	April 202X
Easements/Legals	March 202X
Acquisitions Complete	August 202X
100% Issue for Permit	May 202X
Advertise for Bid	August 202X
Contract Award	September 202X
Start Construction	October 202X
Substantial Completion	October 202X

*This indicates a general outline of the Project schedule and is subject to change by the parties.