

## Professional Services Agreement (PSA)

Project:	Cartersville Historic District Resources Survey		
Property:	Cartersville, Georgia	Date:	10/18/2024

Client:	City of Cartersville
Point of Contact:	David Hardegree, Cartersville Planning and Development
Address:	PO Box 1390
City/State/Zip:	Cartersville, GA 30120
Phone:	770-387-5614
Email:	dhardegree@cityofcartersville.org

AGREEMENT made this 18th day of October 2024, (the "Effective Date") by and between the service provider, Eocene Environmental Group, Inc., ("EOC") and the City of Cartersville, (the "Client").

WHEREAS, EOC agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

During the Cartersville Historic District Resources Survey (under separate contract), EOC agrees to complete a historic resources survey of an additional 90 resources not initially included in the Historic District Survey due to their age.

2. **Scope of Services**

A team of Secretary of Interior qualified Architectural Historians will complete all scopes of work as presented in EOC's workplan (Attachment A).

3. **EOC Responsibilities** EOC hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement;
- (ii) Perform said services as outlined in the Proposal prepared by EOC and accepted by Client;
- (iii) Ensure all services will be conducted by a Secretary of Interior-qualified professional Architectural Historian and shall meet the survey standards of the GA SHPO; and
- (iv) Provide all professional services in compliance with the GNAHRGIS grant requirements.

4. **Schedule**

The Project will commence within two (2) weeks upon receipt of the executed Professional Services Agreement (PSA) from Client. All final deliverables must be completed by July 1, 2025.

Project Initiation, Scheduling, etc.	October 31, 2024
Research and Field Survey	October 31, 2024
Completion of all 90 GNAHRGIS Entries	December 15, 2024
Submittal of Draft Survey Report and Map	April 30, 2025
Second Draft of Survey Report	June 30, 2025*
Final Survey Documentation Submitted	August 1, 2025*

5. **Project Cost, Payment and Termination**

Client shall pay EOC the Lump Sum Cost of **Eight Thousand and six hundred dollars (\$8,600.00)** for the performance of this Agreement. Direct costs such as travel, communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

An Invoice for EOC's services will be submitted upon GA SHPO approval of the 90 GNAHRGIS entries. The Invoice shall be due and payable upon receipt. If the invoice is not paid within thirty (30) days, EOC may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. Four (4) invoices will be submitted to Client:

6. **Work Product** All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by EOC as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of EOC.

All project documents including, but not limited to, plans and specifications furnished by EOC under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by EOC, shall be at Client's sole risk, and Client shall defend, indemnify and hold harmless EOC from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by EOC, and EOC makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall EOC be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, EOC reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by EOC in electronic form only for information and use by Client for the specific purpose for which EOC was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by EOC without EOC's express written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, Client agrees to defend, indemnify, and hold EOC harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

7. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or EOC. EOC's services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against EOC because of this Agreement or the performance or nonperformance of services hereunder. Client and EOC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Client shall make no claim for professional negligence, either directly or in a third-party claim, against EOC unless Client has first provided EOC with a written certification executed by an independent professional currently practicing in the same discipline as EOC and licensed in the State in which the claim arises.

8. **Indemnification and Limited Liability** EOC shall indemnify, defend, and hold harmless the Client, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (collectively, "Liability") is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or willful omissions of EOC, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. EOC will not be obligated to indemnify Client for the proportionate share of the Liability caused by the Client's active or passive negligence, sole negligence, or willful misconduct.

Client agrees, to the fullest extent permitted by law, to limit the liability of EOC and EOC's officers, directors, partners, employees, shareholders, owners and subconsultants to Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of EOC and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed Fifty Thousand Dollars (\$50,000). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9. **Independent Contractor** EOC is an independent contractor, and neither EOC nor EOC's staff is or shall be deemed to be employed by Client. Client is hereby contracting with EOC for the Services described in Attachment A and Attachment B and EOC reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by EOC or EOC's staff, and Client shall not be required to hire, supervise or pay any assistants to help EOC perform the Services under this Agreement. Except as otherwise provided in this Agreement, all materials used in providing the Services shall be provided by EOC.

10. **E-Verify** To the extent required by law, EOC certifies and ensures that EOC utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of employees providing services under this Agreement.

11. **Insurance** Before commencing work on this Agreement EOC must provide certificates of insurance that show EOC is insured by insurers of recognized financial responsibility against losses and risks and in such amounts as are prudent and customary in the business in which EOC is engaged.

12. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, Client and EOC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Client and EOC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

13. **Attorney's Fees** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee

schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

14. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. **EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BARTOW COUNTY SUPERIOR COURTS OF THE STATE OF GEORGIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT, OR INSTRUMENT CONTEMPLATED HEREBY, AND EACH PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTION.**

15. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This Agreement is approved and accepted by Client and EOC upon both parties signing and dating the Agreement. The effective date of the Agreement shall be the last date entered below.

City of Cartersville

Eocene Environmental Group, Inc.

Accepted by: \_\_\_\_\_

Project Manager: Chant Eike

Printed/  
Typed Name: \_\_\_\_\_

Printed/  
Typed Name: Chant Eike

Title: \_\_\_\_\_

Date: 10/18/2024

Date: \_\_\_\_\_

Prepared by: Jaime Destefano

**ATTACHMENT A: EOC WORK PLAN AND DELIVERABLES, AS PROPOSED**

**ATTACHMENT B: RESURVEY GNAHRGIS REQUIREMENTS (FROM GRANT APPLICATION)**