

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on this ___ day of _____, 2026, by and between Inspire Placemaking Collective, Inc. (hereinafter referred to as “Consultant”), a professional services firm, and the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as “Client”).

WITNESSETH:

WHEREAS, the City desires to retain Consultant to provide certain services generally described as listed below; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

- 1. **Purpose.** The purpose of this Agreement is to outline the terms and conditions under which the Consultant will provide professional services for the development of a Streetscape Plan for the Client.\
- 2. **Scope of Work.**

Task 1: Project Initiation and Discovery

1.1 Project Kick-off Meeting

Inspire (the Consultant) will initiate the project with a structured kickoff and discovery process to establish a shared understanding of goals, scope, schedule, and coordination protocols.

Services will include facilitation of a project kick-off meeting with Client staff and identified partners to confirm project objectives, deliverables, decision-making milestones, communication expectations, and coordination requirements with relevant agencies. Inspire will review available data, prior plans, and ongoing initiatives and conduct a site tour to gain familiarity with downtown character and conditions.

Deliverables:

Kick-off Summary Memorandum
Finalized Project Schedule

1.2: Existing Conditions Analysis

Inspire will conduct a targeted assessment of existing physical, regulatory, and operational conditions within the downtown study area. This analysis will address street typologies, sidewalk and accessibility conditions, on-street parking, pedestrian and bicycle infrastructure, utilities, drainage, lighting, landscaping, street furnishings, signage and identity elements.

As part of this task, Inspire will conduct a Great Streets Framework assessment to evaluate streets through the lenses of people, ecology, and economy, elevating the analysis from a technical inventory to a performance-based understanding of current conditions and opportunities.

Deliverables:

Existing Conditions and Great Streets Assessment Report (PDF)

Task 2: Community and Stakeholder Engagement

Inspire will design and facilitate a community and stakeholder engagement process intended to inform plan development, build trust, and ensure community input is meaningfully integrated into the final recommendations.

2.1 Stakeholder Interviews and Listening Sessions

Services will include four (4) stakeholder interviews and/or listening sessions with key downtown constituencies, including business owners, property owners, institutional partners, and agency representatives.

Deliverables:

Stakeholder Input Themes

2.2 Community Workshops

Inspire will host two community workshops: an initial workshop focused on identifying priorities and opportunities, and a subsequent workshop to review and refine preliminary concepts.

Deliverables:

Workshop Materials (various formats)
Workshop Summary Notes

2.3 Online Survey and Digital Engagement Tools

To broaden participation, Inspire will provide an online project platform and digital engagement tools, including a public-facing website and online survey, to collect input throughout the planning process.

Deliverables:

Project Website

Engagement Summary Report (PDF)

Task 3: Streetscape Design Framework and Concept Development

3.1 Streetscape Design Framework

Building upon the discovery and engagement phases, Inspire will develop a comprehensive streetscape design framework establishing consistent materials, standards, and design guidance for downtown streets and public spaces. This framework will function as a “toolkit” to guide future streetscape investments.

Deliverables:

Streetscape Design Framework (PDF)

3.2 Corridor Concept Plans

Inspire will apply the Streetscape Design Framework to priority corridors identified collaboratively by the Client and Inspire. For each selected corridor, Inspire will prepare conceptual design plans that may include plan views, representative street sections, planting and landscape strategies, lighting concepts, traffic-calming measures, and public space enhancement concepts.

Deliverables:

Corridor Concept Plans and Illustrative Visualizations (PDF)

Task 4: Implementation Strategy and Final Plan

4.1 Phasing and Prioritization Plan

The Consultant will work with the City to develop a phasing and prioritization approach that organizes recommended improvements into logical, buildable segments. Phasing and prioritization will consider community and stakeholder priorities; safety, mobility, and accessibility needs; coordination with planned or ongoing projects; corridor readiness and anticipated development activity; GDOT, utility, and public works considerations; and cost efficiency, including opportunities to bundle improvements.

Deliverable:

Phasing and Prioritization Summary (included in the Final Streetscape Plan)

4.2 Cost Estimates

Inspire will provide planning-level cost estimates for all recommended improvements, including streetscape improvements and public space enhancements, considering construction and contingencies. Planning-level cost estimates are intended for budgeting, prioritization, and funding analysis purposes and are not intended to represent final construction or bid-level costs. These estimates will be structured to allow the City to easily update and refine them over time.

Deliverables:

Planning Level Cost Estimate Table (included in the Final Streetscape Plan)

4.3 Funding Strategy

The Consultant will identify and summarize potential funding sources to support implementation of the Streetscape Plan. This may include federal, state, and regional grant programs; opportunities for coordination with GDOT; local capital planning resources; and potential public-private partnerships. The funding strategy will be intended to support mobility, safety, downtown revitalization, and placemaking initiatives.

Deliverables:

Funding Strategy Summary (included in the Final Streetscape Plan)

4.4 Final Streetscape Plan

Inspire will compile all work products into a comprehensive Final Streetscape Plan suitable for digital distribution and public presentation. Inspire will also prepare for and present project findings and proposed recommendations to City leadership.

Deliverables:

City Council Presentation

Final Streetscape Plan (PDF and editable files)

Optional Service: Early Action and Activation Strategy

At the Client's request, the Consultant may provide optional early action and activation strategy services intended to identify short-term, low-cost implementation opportunities that can be advanced ahead of larger capital improvements. These services are not included in the base Scope of Work or compensation outlined in this Agreement.

The need, scope, schedule, and fee for any Early Action and Activation Strategy services shall be determined during the streetscape design and plan development process, based on Client priorities and project findings, and shall be authorized only through a separate written amendment or addendum to this Agreement executed by both parties.

Potential early action strategies, if authorized, may include temporary or pilot interventions, interim landscape or streetscape improvements, tactical urbanism installations, or other short-term activation measures intended to test concepts and build momentum.

3. Timeline. The project is expected to be completed within 11 months from the issuance to proceed.

4. Compensation. The professional fee for the above-described services shall be a lump sum of \$132,200 to be invoiced monthly, on a percent-complete basis, per the following fee schedule.

Task	Fee
Task 1. Project Initiation & Discovery	\$19,820
Task 2. Community & Stakeholder Engagement	\$21,180
Task 3. Streetscape Design Framework & Concept Development	\$40,780
Task 4. Implementation Strategy + Final Plan	\$50,420
TOTAL	\$132,200

Included in the above fees are reimbursable expenses incurred on the Project’s behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail and/or courier services.

5. Terms and Conditions.

- All deliverables shall become the property of the Client upon final payment.
- Either party may terminate this Agreement with 30 days written notice. In the event of early termination, the Consultant shall be compensated for services rendered up to the date of termination.
- Any changes to scope or timeline must be agreed to in writing by both parties.

6. Miscellaneous.

Contract Additions, Changes and Modifications. This Agreement may not be modified or amended except by a writing that is signed by authorized representatives of each of the parties. No purported modification or amendment shall be binding upon either party until approved in writing by an authorized representative of each party.

Insurance. Consultant must have and keep in force during the term of services the following insurance as a minimum and name the City of Cartersville as an “Additional Insured” by endorsement to the policy:

- a. Worker’s compensation insurance in accordance with Georgia worker’s compensation requirements regardless of the number of employees that the employer has.
- b. Minimum General and Public Liability Insurance of \$1,000,000 bodily injury and \$1,000,000 property damage to protect the Consultant and the City of Cartersville.
- c. Vehicle Insurance, at least the minimum specified by Georgia law.

Provide the City of Cartersville one certified copy of the insurance policy(ies) prior to commencement on the work.

Additional Responsibilities. Consultant shall be responsible for all damages to persons or property that occurs as a result of the Consultant’s fault or negligence and shall take proper safety and health precautions to protect the work, the public, and the property of others. The Consultant shall hold and save the City of Cartersville, its officers and agents free and harmless from liability

of any nature occasioned by the Consultant's performance. The Consultant shall also be responsible for all work performed until completion and acceptance by the City of Cartersville.

Independent Consultant Status. Consultant will be held to be an independent Consultant and will not be an employee of the City of Cartersville.

Immigration Reform Compliance Requirement. During the entire duration of this Agreement, Consultant must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

E-Verify. Consultant shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Consultant shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Venue and Jurisdiction. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months

Termination. The City shall have the right to terminate this Agreement for the following reasons: a) failure of Consultant to properly conduct and complete its contracted services; b) Acts by Consultant which are deemed to be illegal, unlawful, immoral or unethical as defined by law and understood by the City; and c) within thirty (30) days of the swearing in of a new mayor and city council.

No Third-Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way

limit Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by the City's Mayor and City Council and Consultant.

Severability. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

Advertising. Consultant agrees not to promote the award of this contract as a part of any commercial advertising.

Survival of Provisions. Except as otherwise separately and expressly provided by the parties in writing, the provisions of this Agreement shall to the greatest extent practicable, survive any expiration or termination of this Agreement, and any completion of the Services.

Counterparts; Docusign and PDF Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Docusign or PDF transmission of any signed original document, and retransmission of any Docusign or PDF transmission, will be the same as delivery of any original document. At the request of a Party, the other Party will confirm Docusign or PDF signatures by signing an original document.

Confidentiality. Consultant acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractor, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Consultant acknowledges that the City's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter

1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

Official Notices. All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE CITY OF CARTERSVILLE shall be sent to:

City of Cartersville
Dan Porta, City Manager
PO Box 1390
Cartersville, GA 30120

NOTICE TO THE CONSULTANT shall be sent to:

Inspire Placemaking Collective, Inc.

Future changes in address shall be effective only upon written notice being given by the City to Consultant or by Consultant to City Manager via one of the delivery methods described in this Section.

Assignment. Neither this Agreement nor any claim resulting from or arising in connection with this Agreement shall be assigned by either Party without prior written consent of the other Party.

Cooperation. Both parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all instruments and documents and do or cause to be done all such things either party may reasonably require to effectuate this.

Compliance. Consultant shall comply with all applicable federal, state and local laws, ordinances and regulations in performing the Services, and avoid neglect, civil or criminal offenses, and unauthorized disclosures of information; perform services subject to the oversight and appropriate involvement of the Client, and in a professional, competent, and workmanlike manner consistent with the state of the art.” If any of the Services do not conform to these standards, Consultant shall, at Owner’s written request, re-perform such non-conforming Services at no additional cost to Client.

Work Product: Any technical materials, reports, studies, designs, drawings, specifications, calculations, models or other documents or work product prepared specifically for CLIENT by Consultant or created as part of or as the end result of the Services performed pursuant to this Agreement (“Work Product”), and all intellectual property rights therein (including copyrights), shall become the property of Client upon their creation and reduction to a tangible medium (including any electronic, magnetic, or optical medium). To the extent that the preceding sentence does not vest in Client full, complete, and exclusive right, title, and interest in the Work Product and such intellectual property rights, the Work Product shall be treated as a work for hire and/or shall be assigned to Client upon its creation, in each case as necessary to vest in Client all such right, title, and interest. Client shall be permitted to transfer Work Product to any person, including governmental agencies and third parties, contractors, subcontractor, attorneys, advisors, consultants and to Consultant, the respective employees and members or owners of Client or Consultant, and to other parties. Upon Client’s reasonable request and at Client’s cost, Consultant agrees to execute reasonable instruments or documents as may be necessary to consistent herewith.

Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Inspire Placemaking Collective, Inc.

By: _____
Name: George Kramer
Title: President
Date:

CITY OF CARTERSVILLE

By _____
Matthew J. Santini, Mayor

Attest: _____
Julia Drake, City Clerk