



Facilities Management

Andrew Yakimovich, Director

District 4

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Andrew Yakimovich, Director
Stephen White, Agency Director

DATE: April 14, 2026

PURPOSE

To approve a contract with BDR Partners for Program Management Services for the development of the new South Cobb Health Facility, located at 490 Riverside Parkway, Austell, GA 30168.

BACKGROUND

The South Cobb Public Health Facility will be a newly constructed, multipurpose health facility developed through public and private partnerships on 5.21 acres of county-owned land. Designed as four integrated yet independently functioning facilities under one roof, the campus will serve as a centralized hub for Public Health, Primary Care, Behavioral Health, and community support services. This model will improve access to care, streamline service delivery, and enhance health outcomes for residents in South Cobb.

A Request for Proposal for Program Management Services was published on the County Procurement website and advertised in the Marietta Daily Journal for four weeks, beginning on November 14, 2025. Bids were received by the Procurement Services Department on December 11, 2025. Three firms responded:

Public-Private Partnership Project Management, Inc., (4PM)
BDR Partners, LLC
Turner and Townsend Inc.

The proposals were reviewed by a selection committee comprised of members from the Department of Transportation, Fire Department, Facilities Management, and PARKS. The Selection Committee reviewed the proposals and ranked the firms based on the following criteria: Staffing, Experience/Performance, Approach, Availability, and Financial Stability.

The committee recommends BDR Partners LLC., the top-ranked firm, to be selected for Program Management Services for the New South Cobb Health Facility, in an amount not to exceed \$439,700.00.

This has been reviewed by the County Attorney's Office.

IMPACT STATEMENT

Funding for this project is available from two sources: \$9,750,890.00 is available within Fund 279, with the previously appropriated and allocated funding received pursuant to the American Rescue Plan Act of 2021. Additionally, \$4,250,000.00 is allocated within Fund 348, the 2022 SPLOST Fund. These sources have no impact on any FY2026 adopted County budgets.

In keeping with GAAP (Generally Accepted Accounting Principles) and GASB (Governmental Accounting Standards Board), when multiple funding sources are available for expenditure, use is always directed to the most restrictive source first. As funding provided under the American Rescue Plan Act of 2021 must be expended during 2026, all expenses associated with the South Cobb Public Health Facility project will be directed to Fund 279, until those funds are exhausted, or the grant period closes. After that time, all expenses will be directed to Fund 348.

Currently available:

Fund 279 (ARPA)	
279-499-CI06-3CPCI06-8005	\$9,750,890.00
Fund 348 (2022 SPLOST)	
348-110-B092-XB092-8005-B0920-A	\$4,231,755.75

FUNDING

Funding will be available in the ARPA Fund with the following transaction:

Decrease Expenditure:	279-499-CI06-8005	Preliminary Estimates	\$439,700.00
Increase Expenditure:	279-499-CO06-8033	Professional Services	\$439,700.00

RECOMMENDATION

The Board of Commissioners approve a contract with BDR Partners for Program Management Services for the development of the new South Cobb Health Facility, in an amount not to exceed \$439,700.00; authorize the corresponding budget transactions; and further authorize the Chairwoman to execute the necessary documents.

ATTACHMENTS

1. 2026-03-30 Cobb Co Public Health Blg_EG Signed

STATE OF GEORGIA

COUNTY OF COBB COUNTY

CONTRACT

PROGRAM MANAGEMENT AGREEMENT FOR THE South Cobb Public Health Building

This Program Management Agreement for the New South Cobb Public Health Building (the “Agreement”) is made and entered into by and between Cobb County, a political subdivision of the State of Georgia (the “COUNTY”), and BDR Partners, LLC, a domestic Limited Liability Corporation, authorized to do business in Georgia, with its principal office located at 1155 Mount Vernon Highway NE, Suite 800, Atlanta, Georgia 30338, (the “CONSULTANT”).

WITNESSETH

WHEREAS the COUNTY desires to engage a qualified and experienced consulting firm to furnish professional services for: Program Management Assistance, Pre-Construction Services, Construction Management Services for the New South Cobb Public Health Building and;

WHEREAS the COUNTY issued a Request for Proposals for such services on November 14, 2025, Number 26-6954 (the “RFP”);

WHEREAS, the CONSULTANT submitted a proposal in response to the RFP 26-6954;

WHEREAS, a committee appointed by the Cobb County Manager reviewed the CONSULTANT’S Proposal wherein the CONSULTANT represented to the COUNTY that it is experienced and qualified to provide the services necessary to deliver a successful New South Cobb Public Health Building on time and within budget and the COUNTY has relied upon such representations; and

WHEREAS, the COUNTY and the CONSULTANT now desire to enter into an agreement for the CONSULTANT to perform the requested services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed by and between the COUNTY and the CONSULTANT that:

SECTION 1

DEFINITIONS AND CONTRACT DOCUMENTS

1.1 DEFINITIONS

- A. Additional Services – Those services not set forth in or reasonably contemplated by this Agreement that may be requested by the COUNTY.

- B. Basic Services – Those services to be performed by the CONSULTANT for the not to exceed price set forth in this Agreement and any amendments. The services are found primarily in Sections 2 and 3 of this Agreement and include those services reasonably inferable from the specific services and headings mentioned as well as services reasonably requested by the COUNTY.
- C. Cobb County Board of Commissioners – The elected, legislative, and governing body of County government who shall have the power to carry on the business of Cobb County government to the extent not inconsistent with general or special law.
- D. County Manager – The Chief Executive Officer of Cobb County.
- E. Construction Contract – The facilities construction work let under separate contracts by the Cobb County Facilities Management Department to contracting firms.
- F. Construction Contract Suspension – The temporary, unscheduled, and unforeseen cessation of construction activity on a construction contract.
- G. CONSULTANT –BDR Partners, LLC, the consultant firm retained by the COUNTY to perform all preconstruction, program management assistance, construction engineering, construction observation and administrative functions, as defined in this Agreement.
- H. Contractor – The firm or its designated representatives awarded a contract by the COUNTY to perform construction or design of the various projects.
- I. County Project Manager – The designated representative of the COUNTY, who will serve as the CONSULTANT’S primary communications contact with the COUNTY.
- J. Facilities Management Director – The current director of the Cobb County Facilities Management Department.
- K. Extra Work – Work that is beyond the basic work set forth in or contemplated by the various Construction Contracts to be entered into as part of the New South Cobb Public Health Building.
- L. Final Estimate – The estimated final construction cost of project to be prepared by the Contractor and maintained on a daily basis and used to approve final payment.
- M. Hazardous Substance – The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (i) any Pollutant or Contaminant as those terms are defined in CERCLA; (ii) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource

Conservation and Recovery Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (iii) crude oil, petroleum and fractions of distillates thereof; (iv) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (v) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

- N. Monthly Progress Estimates – The estimate prepared by the construction contractor and reviewed and approved by the CONSULTANT from each Construction Contract in order to approve pay applications by Contractors.
- O. Professionals – (or The Professionals, or the CONSULTANT’S consultants) – the professional firms who joined the CONSULTANT in submitting the Proposal to COUNTY and committed its personnel for the Agreement.
- P. Program Manager – The individual assigned such title as shown in Exhibit B and who will serve as the COUNTY’S primary communications contact with the CONSULTANT.
- Q. Project Team–The CONSULTANT’s employees, agents, representatives assigned to the contract by CONSULTANT as shown in Exhibit C.
- R. Proposal – The Proposal submitted by BDR Partners, LLC in response to RFP 26-6954.

1.2 CONTRACT DOCUMENTS

The Agreement between the COUNTY and the CONSULTANT is comprised of the following documents:

- A. The RFP No. 26-6954 of the COUNTY dated November 14, 2025, and all addenda (Exhibit A);
- B. The Proposal (Bid Response) dated December 11, 2025, submitted by CONSULTANT. (Exhibit B);
- C. Program Manager & Project Team (Exhibit C);
- D. BDR Cost Proposal Form (Exhibit D);
- E. Immigration Affidavits (Exhibits E-1, E-2, E-3);
- F. Conflict of Interest Affidavit (Exhibit F); and

This Agreement and any amendments to this Agreement executed by the COUNTY and the CONSULTANT.

1.3 CONFLICTS IN DOCUMENTS

In the event of any conflict, discrepancy, or inconsistency among any of the documents that make up this Agreement, this document shall govern.

1.4 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding the subject matter of this Agreement. There are no conditions, agreements, or representations between the parties except those expressed in the Agreement. Except as otherwise expressly provided herein, this Agreement may not be altered, amended, repealed, or extended except by a duly executed written instrument signed by both the COUNTY and CONSULTANT.

1.5 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

SECTION 2

GENERAL SERVICES

2.1 BASIC SERVICES GENERAL

The services described and provided for primarily under Section 2 and Section 3 of this Agreement and services reasonably inferred therefrom shall constitute the BASIC SERVICES to be performed by the CONSULTANT under this Agreement. Compensation for Basic Services shall be as provided in Section 6.

The Basic Services shall be performed in accordance with COUNTY requirements and guidelines, as well as all applicable laws.

2.2 BASIC SERVICES

- A. The CONSULTANT agrees it shall provide all management assistance, pre- construction services, construction services, and required to professionally complete the PROJECT on time and within budget consistent with this Agreement and the Construction Contracts.
- B. The CONSULTANT'S services consist of those services performed by the CONSULTANT, the CONSULTANT'S employees, and the CONSULTANT'S consultants and contractors (the "Professionals"). The CONSULTANT shall be responsible for all services performed by the Professionals. Additionally, the CONSULTANT shall include this Agreement by reference in all agreements it has with the Professionals and make this Agreement's terms and conditions binding on the Professionals. The CONSULTANT shall make the COUNTY a third-party beneficiary of any agreements entered into with the Professionals related to the

performance of the Basic Services and any additional Work Authorizations. This provision shall be incorporated in all Professionals' agreements with CONSULTANT related to the performance of Basic Services and any additional Work Authorizations.

- C. The CONSULTANT, as professional advisor and consultant to the COUNTY for the PROJECT, accepts and acknowledges the relationship of trust and confidence established with the COUNTY and covenants to furnish professional services to the COUNTY in an expeditious, economical, professional and proper manner consistent with the COUNTY'S interests and objectives.
- D. The CONSULTANT understands and acknowledges that time is of the essence in completion of the PROJECT and the COUNTY will incur damages if the PROJECT is not completed on time. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with all applicable schedules. The CONSULTANT shall notify the COUNTY, as soon as possible, of any necessary changes to the program work schedule related to the PROJECT and the reason for the change.
- E. The CONSULTANT shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The CONSULTANT shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- F. The CONSULTANT shall not, without the express written permission of the COUNTY, (i) engage or recommend to the COUNTY engagement of any consultant, trade contractor, subcontractor or supplier to provide services on behalf of the CONSULTANT, COUNTY or PROJECT in which the CONSULTANT has a direct or indirect proprietary or other pecuniary interest; or (ii) call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the CONSULTANT or in which any consultant, trade contractor, subcontractor, or supplier of the CONSULTANT has a direct or indirect proprietary or other pecuniary interest.

SECTION 3

SCOPE OF SERVICES

3.1 STATEMENT OF WORK

The CONSULTANT shall provide professional services necessary to provide program management assistance, preconstruction services, construction services, and oversight and inspection of the construction of the PROJECT for the COUNTY.

3.2 TYPICAL FUNCTIONS OF CONSULTANT

The following are typical functions/services to be carried out by the CONSULTANT. The lists are not, however, intended to be exhaustive as it is the intent of the parties that the

CONSULTANT assist with and perform all services reasonably required and requested by the COUNTY that will result in the PROJECT being a successful, timely, and on budget program.

A. Preconstruction

- Value Engineering
- Review of Permit Applications
- Environmental Management
- Construction Plan Review
- Plan Constructability Review
- Utility Coordination
- Professional Services Contract Support
- Construction Services Contract Support
- Administrative Support
- Public Information Support
- Board of Commissioners Agenda Item Preparation
- Attend and participate in all pre-bid meetings.

B. Construction Management Services

- Master Schedule CPM (Update)
- Monthly Progress Reports
- “Catch-up” Scheduling
- Full Construction Contracts Administration
- Full Construction Process Administration
- Documentation Control
- Coordinate Correspondence
- Communication (overall and specific)
- Full Construction Engineering Function Administration
- Change Orders and Supplemental Agreements
- Claims Analysis
- Personnel Assignments
- Coordination of Meetings
- Invoicing by Contractors
- Coordination of Shop Drawings
- Reviews and Approvals

3.3 CONSULTANT’S RESPONSIBILITIES

SCOPE OF WORK

A. General

It shall be the responsibility of the CONSULTANT to provide in a professional and competent manner the services enumerated in Sections 2 and 3 and elsewhere in this Agreement, and as requested by the COUNTY.

I. Program Management Services

Program Management Services shall include assistance to County staff on overall program management of the PROJECT program. Services shall include, but not be limited to, the following:

1. Complete responsibility for maintaining the budget and schedule for PROJECT. This includes establishment of a program management protocol including the budget and schedule on suitable software and in adequate detail for management and coordination of the program, and providing clear reporting and forecasting to interested parties, including all changes, multiple funding sources, cash flow projections, etc. The consultant may also be required to coordinate with all of the other County Departments included in the PROJECT.
2. Coordination and management of all project phases, including planning, design, engineering, environmental, utilities, permitting, bidding and construction through contract closeout/remnant disposition to ensure that project schedules are maintained, and impacts to the overall program budget and schedule are monitored and reported.
3. Preparation and distribution of scheduled periodic status reports for the PROJECT, and occasional reports as requested.
4. Administrative Support.
5. Assistance in preparation of agenda items and other information requested by Board of Commissioners and other inquirers.

II. Pre-Construction Services

Pre-Construction services for the PROJECT will include assistance to County staff in managing a wide range of engineering, architecture, landscape architecture, land surveying, environmental, technical, management, and administrative services to assist the County. The consultant shall provide qualified technical and professional personnel to perform to County standards and procedures the duties and responsibilities assigned. The County, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed:

1. Permit application and support for project.
2. Plan reviews to support existing County staff.
3. Value engineering as directed by the County.
4. Constructability reviews.
5. Utility coordination (coordinate with Construction Services portion).
6. Professional Services contract support.

III. Construction Management

Construction Services shall include responsibility for construction management of the PROJECT, including administration, inspection, necessary to ensure construction and payment in accordance with County codes, standards, and procedures. Services shall include, but not be limited to the following:

1. Perform constructability plan reviews and utility coordination throughout all project phases (coordinate with Pre-Construction).
2. Receive, review and archive all submittals including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
3. Schedule and conduct bi-weekly (minimum) coordination meetings project to:
4.
 - a. Review progress on each construction phase.
 - b. Identify, develop, and initiate means to correct problems in maintaining the critical path schedule.
 - c. Coordinate efforts of the contractor and utilities and resolve any issues pertaining to the progress and quality of construction.

Minutes of the coordination meetings shall be transcribed and distributed.

5. Coordinate with designers as appropriate to ensure designer field visits and design intent.
6. Analyze all claims or requests for changes and aid in negotiation of terms and/or prices as necessary. If additional items, funding, or contract time are requested, a detailed recommendation for acceptance/rejection will be submitted to the County, and an agenda item shall be prepared. If changes involve quantities only, with no additional items, funding, or time required, the decision shall be rendered by the County Facilities Management Department Manager and thoroughly documented to the County and the project files.
7. Prepare, submit, and process monthly progress estimates of payments due the contractor based on documented estimates of actual quantities completed and accepted for payment.
8. Provide experienced and qualified project staff whose duties will include day-to-day decisions on plan interpretations, construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
9. Maintain a submittal log providing transmittal, review, and approval/rejection dates of all submittals in order to ensure that no avoidable delays occur.
10. Coordinate the relocation of any utility facilities and provide liaison with the various utility owners. Monitor work performed under force account agreements and maintain appropriate accounting records. The consultant shall promptly advise the County of any omissions, substitutions, defects, and deficiencies in the work and any corrective actions taken.

11. Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all emails, letters, submittals, reports, resolution of problems, etc.
12. Provide initial, monthly, and final photos of the construction with special attention to any problem areas.
13. Manage the procurement and delivery of Special Inspections required by Cobb County.
14. Conduct final inspection of completed project with the County and other interested agencies and prepare final punch list. Assure that final punch list work is completed in a timely fashion.
15. Prepare final Certificate of Owner's Acceptance (Attachment 1), Certificate of Final Completion (Attachment 2), and final change order to close out the project. The consultant shall present all records and documentation prepared in the course of the project to the County at the conclusion of the consultant's assignment to the project.

B. Construction Observation

The CONSULTANT shall provide personnel and services to monitor the Contractors' on-site construction operations. The CONSULTANT shall, in general, perform consultant observation services in accordance with standard procedures and practices and as directed by the COUNTY.

C. Testing

The CONSULTANT shall manage the sampling and testing of component materials and completed work items to the extent necessary to verify that the materials and workmanship incorporated in the Project are in conformity with the plans, specifications, special inspections and contract provisions. Documentation reports on sampling and testing shall be submitted to responsible parties, including but not limited to the COUNTY'S Project Manager, during the same week that the construction work is done.

The CONSULTANT will be responsible for tracking and monitoring all testing information and data.

1. Maintain records of all sampling and testing accomplished and analyze such records required to recommend or deny acceptability of materials and completed work items.
2. Once a month, CONSULTANT shall review the Application for Payments submitted by the Contractor for work satisfactorily completed and stored to date. Upon review, the CONSULTANT shall approve the application or return to the Contractor for adjustment or correction as appropriate. Upon receipt of acceptable application, the Consultant shall submit it to Owner for approval in a timely manner.
3. Provide to the Contractor, interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with the COUNTY'S Project Manager when an interpretation involves complex issues or may have an impact on the cost or schedule in performing the work. When warranted, the COUNTY'S Project Manager

may request an interpretation from the Design Consultant.

4. Analyze changes to the plans, specifications or contract provisions and extra work that appear to be necessary to carry out the intent of the Agreement. Make recommendations regarding such proposed changes or Extra Work to the COUNTY'S Project Manager. Approval by the COUNTY, as required by the then current policies of the Cobb County Board of Commissioners, must be obtained prior to initiating any change or authorizing any Extra Work resulting in extra compensation to the Contractor.
5. In the event a Contractor gives notice to the CONSULTANT and/or the COUNTY'S Project Manager, either written or verbal, that he deems certain work being performed by him to be beyond the scope of the Construction Contract and he intends to claim additional compensation, the CONSULTANT shall maintain accurate records of the costs involved in such work. These records shall include manpower and equipment times, materials installed (temporary or permanent) in the portion of the work in dispute, and directly related overhead costs.
6. In the event a Contractor submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY'S Project Manager covering validity and reasonableness of charges. The CONSULTANT shall conduct all negotiations with the Contractor in an attempt to resolve the claim. The CONSULTANT shall maintain complete and accurate costs and other records of work related to such claims.
7. In the event a Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY'S Project Manager covering accuracy of statements and actual effect of delaying factors on completion of controlling work items.
8. Monitor work and progress of Construction Contracts to the extent necessary to determine whether construction activities violate the requirements of any permits, regulations, or statutes. Notify the Contractors of any violations or potential violations and require immediate resolution of the problem. Violations must be reported to the COUNTY'S Project Manager immediately and, if applicable, to the appropriate regulatory agency(s).
9. On the basis of on-site observations, the CONSULTANT shall keep the COUNTY informed of the progress and quality of the work and shall guard the COUNTY against defects and deficiencies in the work. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Construction Contract. The CONSULTANT shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work under the Construction Contract.
10. At critical stages in the construction process, the CONSULTANT shall coordinate with all necessary consultants to make onsite inspections.

11. Maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and re-submittals, approvals, etc. The CONSULTANT shall take note of and verify that any changes are properly carried through to construction including the coordination with the Design Engineer and shall further record, report, make recommendations and adjudicate upon any circumstances which affect the progress or cost of the work. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
12. Provide coordination between Contractors, the COUNTY and utility companies to determine that conflicting utilities are removed, adjusted or protected in-place in a timely manner to avoid delays to construction operations. Documentation will be maintained in accordance with approved procedures and applicable utility agreements between the COUNTY and affected utility companies.
13. Provide inspection of utility work that is shown to be in the Contractor's Contract.
14. Conduct meetings as required with the respective Contractor(s), subcontractors(s) and/or utility companies to review plans, schedules, problems or other areas of concern.
15. When needed to prevent delays in Contractor's operations, produce reports, verify quantity calculations, field measure for payment purposes and/or write communications.
16. Upon identification of an alleged changed condition or other change, the extent of change shall be analyzed, and an order of magnitude estimate of cost and time change, if any, will be prepared. The CONSULTANT shall prepare a fair cost estimate.
17. Coordinate the negotiations of all changes with the Contractor using the CONSULTANT's prepared fair cost estimate as a basis. The COUNTY'S Project Manager will coordinate the approval of all recommended changes in cost and time. The CONSULTANT shall prepare change order documents and track the status of each one until executed.
18. Provide or manage the delivery of final, as-built plans.

D. CONSULTANT'S RECORDS

The CONSULTANT shall, concurrently with performance of its services, prepare substantiating records regarding services rendered. The CONSULTANT shall for all services performed in connection with this Agreement, retain in its records copies of all written communications and any memoranda of verbal communications related to the PROJECT. Unless otherwise provided the CONSULTANT shall maintain substantiating records for five years beyond the date of all projects that are part of the PROJECT are completed or for any longer period of time as may be required by law or good practice. If the CONSULTANT receives notification of a dispute or the commencement of litigation regarding any portion of the PROJECT within this five (5) year period, the CONSULTANT shall continue to maintain all applicable records until final resolution

of the dispute or litigation.

3.4 PERFORMANCE STANDARDS AND POLICY AND PROCEDURES COMPLIANCE

All services, including but not limited to, PROJECT management assistance preconstruction services, construction contract management, construction engineering, construction observation and administration activities shall be performed in accordance with standard procedures and practices necessary to complete the PROJECT.

3.5 COORDINATION

The CONSULTANT shall be fully responsible for carrying out the functions assigned to it by this Agreement. Activities and decisions of the CONSULTANT relating to the PROJECT shall be subject to review by the Facilities Management Department Director or his designee.

The CONSULTANT shall provide coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Agreement necessary for the Facilities Management Department Director and the COUNTY'S Project Manager to remain fully aware of the CONSULTANT'S activities and actions related to the PROJECT.

SECTION 4

CONSULTANT'S PERSONNEL AND CONSULTANTS

4.1 GENERAL REQUIREMENTS

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this Agreement as based on the PROJECT schedule. The CONSULTANT shall utilize personnel who are qualified by experience and education. All services rendered by the CONSULTANT for the PROJECT shall be performed by or under the immediate supervision of experienced professional(s) licensed and registered in the state possessing expertise in the discipline of the service being rendered. If the CONSULTANT chooses to subcontract or affiliate with another professional entity or organization for all or any portion of the CONSULTANT'S scope of services, the CONSULTANT shall subcontract with a professional firm with the requisite licensure, skill, experience and expertise to provide the required services. The CONSULTANT shall furnish professional services in accordance with the professional standards currently practiced by professional firms on projects similar in size, complexity and cost to the PROJECT.

4.2 STAFFING

The CONSULTANT'S "Project Team" is attached hereto in Exhibit B and by reference specifically made a part hereof. Those members of the Project Team shown as 100% available will be dedicated to the PROJECT full time and will remain with the PROJECT unless otherwise requested by the COUNTY. The CONSULTANT's named Program Manager will serve as the COUNTY'S primary communication contact with the CONSULTANT. The CONSULTANT commits that absent extraordinary circumstances, the Project Team members shall remain unchanged. In the event of extraordinary circumstances or an individual previously qualified and

acceptable to the COUNTY is later determined by the COUNTY to be unsatisfactory, the CONSULTANT shall recommend to the COUNTY a person to replace the outgoing Team Member. The COUNTY shall have the right to accept or reject the proposed replacement. Notwithstanding the above, should a substitute for the Program Manager be required, the COUNTY will, after consultation with the CONSULTANT, make a recommendation for a new Program Manager to the County Manager who may accept or reject such recommendation. Any vacancy on the Project Team shall be filled as soon as possible but in no event shall remain a vacancy unfilled for more than ten days.

4.3 RESERVED

4.4 RESERVED

4.5 RESPONSIBILITY OF CONSULTANT; FEES INCLUDED

The CONSULTANT shall be responsible for all services performed by the CONSULTANT'S consultant(s) and shall assure that the work of its consultants complies with all the requirements of this Agreement. Fees for the CONSULTANT'S consultant(s) are included in the not to exceed compensation provided in Section 6 of this Agreement. The CONSULTANT shall assure that its consultants are responsible for specific discipline and are on site for inspections of critical milestones of the projects.

4.6 CONSULTANT REPRESENTATIVE

The CONSULTANT shall name a representative (the "Program Manager") to serve as the COUNTY'S primary communication contact with the CONSULTANT.

SECTION 5

RESERVED

SECTION 6

COMPENSATION TO THE CONSULTANT

6.1 BASIC SERVICES

A. Work Authorization I

For the BASIC SERVICES set forth in and contemplated by this Agreement, the COUNTY agrees to pay the CONSULTANT a not to exceed fee calculated on an hourly rate basis per job classification, as indicated on the rate schedule attached hereto as Exhibit "D" and specifically made a part hereof for Program Management Assistance, Preconstruction

Services, and Construction Services acceptable to the COUNTY. These rates are based upon the construction time durations and scope required to adequately perform the services required by this Agreement. The total amount for services provided under Work Authorization I shall not exceed **\$439,700.00.**

B. Work Authorizations II, and III and Work Authorizations (Additional)

Should the COUNTY choose to extend this Agreement for one or more Work Authorization, the COUNTY Facilities Management and the CONSULTANT shall negotiate a not-to-exceed price and any services not covered by this Agreement for each extended period. Any proposed Work Authorizations shall be presented in the form of an amendment to this Agreement by COUNTY to the COUNTY Board of Commissioners for approval. The COUNTY may in its sole discretion determine whether or not to issue the Work Authorizations and extend this Agreement.

6.2 ADDITIONAL SERVICES

The CONSULTANT shall provide such Additional Services, not included in the Basic Services, as are initiated and authorized in writing by the COUNTY prior to performance. For Additional Services authorized, rendered and approved in writing by the COUNTY, the COUNTY agrees to pay the CONSULTANT a negotiated not to exceed fee based on the labor and expenses needed to perform the requested Additional Services, subject to the written approval of the COUNTY Facilities Management Department Director or authorization based on the then current policies of the Board of Commissioners.

6.3 TOTAL COST

The compensation provided for under Section 6.1 pursuant to Work Authorization I and any subsequent Work Authorizations shall be the total complete amount payable to the CONSULTANT for the services to be performed under the provisions of this Agreement and shall include the cost of all labor, materials, supplies, out-of-pocket expenses, and any other direct or indirect expenses, overhead and/or profit incurred or to be realized in the performance of the said services or provision of equipment or other materials.

6.4 TERMINATION/SUSPENSION COSTS

A. Termination Costs

In the event this Agreement is terminated by the COUNTY for its convenience and without cause under the provisions of this Agreement, the total, complete and final compensation due to CONSULTANT shall be established by the COUNTY based on its determination of the value of services actually performed and expenses actually incurred prior to the effective termination date. As part of expenses incurred, the COUNTY may compensate the CONSULTANT for a portion of the costs incurred in preparing to perform the terminated portion of the Agreement including the cost of equipment purchased by CONSULTANT, in anticipation of satisfying the requirements of this Agreement. Any such consideration shall take into account the depreciation of such equipment and the CONSULTANT'S ability to use such equipment or materials and supplies on other projects. Final costs shall be negotiated by the CONSULTANT and COUNTY and subject to the approval of the COUNTY Board of Commissioners.

B. Suspension Costs

In the event the Agreement is suspended more than three consecutive months by the COUNTY with no fault on the part of the CONSULTANT, then CONSULTANT shall be entitled to receive as total, complete and final compensation an amount established in the same manner as asset forth in subparagraph A above.

C. Limitation of Claims

Other than as set forth in this subsection 6.4, the CONSULTANT agrees it shall make no claim and shall have no cause of action against the COUNTY and the CONSULTANT holds the COUNTY harmless and indemnifies the COUNTY from any and all claims for damages related to lost profits, consequential damages, loss of business or any other claims arising from or alleged to be related to the termination or suspension of this Agreement. And, notwithstanding the above, this subsection shall not apply to a decision of the COUNTY not to renew the Agreement at the end of any of the Work Authorizations for which CONSULTANT shall have no claim, cause of action, or right to compensation, whatsoever.

SECTION 7

SCHEDULE OF PAYMENTS

7.1 GENERAL INVOICING REQUIREMENTS

Every thirty (30) calendar days during the term of this Agreement including any renewal terms, the CONSULTANT shall submit invoices to the COUNTY requesting payment. Each invoice shall contain the COUNTY'S project identification, bear the signature of the CONSULTANT, and have attached such documentation as may be required by the COUNTY.

- A. The invoice shall itemize the services rendered, the previously invoiced and approved amounts for payment, and the amount of the current invoice.
- B. The invoice shall also include a certification signed by the CONSULTANT stating that the CONSULTANT has paid its consultants, subcontractors and suppliers their proportional share of all previous payments received from the COUNTY.
- C. The signature of the CONSULTANT on any invoice shall constitute the CONSULTANT'S certification to the COUNTY that (i) the CONSULTANT has billed the Owner for all services rendered by it and any of the CONSULTANT'S consultants and subcontractors through the date of the invoice; (ii) as of the date of the invoice, no other outstanding amounts are due from the COUNTY to the CONSULTANT for services rendered; (iii) the services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents and; (iv) the amount requested is currently due and owing.
- D. By acceptance of the CONSULTANT'S payment of an invoiced amount, the CONSULTANT releases the COUNTY from any and all claims by the CONSULTANT and by CONSULTANT'S consultants and subcontractors for work performed through the date of invoice.

7.2 TIME FOR PAYMENT

A. Basic Services

Unless there is a dispute about the compensation due the CONSULTANT including, but not limited to, claims by the COUNTY against the CONSULTANT, within thirty (30) calendar days after receipt by the COUNTY of the CONSULTANT'S invoice, the COUNTY shall pay to the CONSULTANT the amount approved. The date on which payment is due shall be referred to as the "Payment Date". In the event of disputes, payment shall be made on or before the Payment Date for amounts and services not in dispute, subject to any setoffs claimed by the COUNTY. Payments shall be deemed timely if postmarked at least two business days before the Payment Date.

B. Additional Services

The COUNTY shall pay CONSULTANT for any Additional Services as agreed to in writing between the parties.

C. Termination / Suspension Costs

In the event this Agreement is terminated or suspended under the provisions of this Agreement and upon approval by the COUNTY of final invoices submitted by the CONSULTANT and payments approved pursuant to the terms of this Agreement, the COUNTY shall make to the CONSULTANT a final payment in the amount of said invoices that are approved and accepted by the COUNTY, and the said payment shall discharge completely and forever the COUNTY'S compensatory obligation to the CONSULTANT for services and materials provided for in this Agreement, and CONSULTANT shall and agrees it shall have no further claim whatsoever related to this Agreement against the COUNTY.

SECTION 8

COUNTY'S RESPONSIBILITIES AND DUTIES

8.1 OFFICE SPACE AND SUPPLIES

The COUNTY will provide office and working space for the CONSULTANT'S proposed full-time office personnel within the COUNTY Facilities Management office unless otherwise agreed which shall be used solely for the performance of services under this Agreement. This space shall include desks, desk chairs, secretarial desks with chairs, and bookcases. The COUNTY Facilities Management also will provide, as available, personal computers with software and printer, telephones, fax machines, office supplies, and other essential items. The CONSULTANT shall supply at its expense any necessary equipment or supplies that the COUNTY does not supply.

8.2 INFORMATION

- A. The COUNTY shall provide the CONSULTANT with all information reasonably necessary to assist the CONSULTANT in performing its services
- B. The COUNTY shall provide the CONSULTANT with the COUNTY'S pertinent project dates and key milestone dates.
- C. The furnishing of information by the COUNTY to the CONSULTANT shall not relieve the CONSULTANT of the responsibility to evaluate the information provided by the COUNTY and to notify the COUNTY in writing of any additional information needed or services required from the COUNTY in order for the CONSULTANT to perform its services. Any information and tangible material provided by the COUNTY to the CONSULTANT is furnished to the CONSULTANT only in order to make complete disclosure of such material in the possession of the COUNTY and for no other purpose. By furnishing such material, the COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, and shall have no liability therefore.

8.3 COUNTY'S GENERAL DUTIES

- A. The COUNTY shall timely compensate the CONSULTANT in accordance with this Agreement.
- B. The COUNTY shall review documents prepared by the CONSULTANT in a timely manner and in accordance with schedule requirements. Review by the COUNTY shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY'S intent. No review of such documents shall relieve the CONSULTANT of any of its responsibilities.
- C. The COUNTY shall name the COUNTY'S representative, the COUNTY Project Manager, to serve as the CONSULTANT'S primary communication contact with the COUNTY.

SECTION 9

SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by consultants, subconsultants, and other agreements of the CONSULTANT shall be performed to the satisfaction of the COUNTY and in accordance with the terms of this Agreement as a condition precedent to payment by the COUNTY.

SECTION 10

EFFECTIVE DATE; TERM OF AGREEMENT

10.1 TERM

This Agreement will become effective on the date the last party executes it (the “Effective Date”) and shall continue until the earlier of completion of Basic Services in Work Authorization I or when the total cost for services provided for under Work Authorization I, as provided in Section 6.1 of this Agreement, has been reached, (“Initial Term”). The COUNTY shall have the option of renewing the Agreement, in its sole discretion, for two additional separate Work Authorization periods, unless terminated sooner pursuant to the provisions of this Agreement, (“Renewal Term” and collectively “Renewal Terms”). In the event the COUNTY recommends renewal of the Agreement, it shall negotiate a fee for such services and present a proposed Amendment to the COUNTY Board of Commissioners. No services shall be performed for any Work Authorization not approved by the COUNTY Board of Commissioners. In the event the COUNTY does not recommend renewal of the Agreement, it shall inform the CONSULTANT prior to the expiration of the then-current Work Authorization period.

10.2 TERMINATION

A. Termination for Convenience

The COUNTY may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to CONSULTANT. The effective date of termination shall be set forth in the notice. As the sole remedy for COUNTY’S termination for convenience, CONSULTANT shall be paid for any validated services performed under this Agreement up to the time of termination. CONSULTANT shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.

B. Termination for Cause

Either party may terminate this Agreement for cause as provided in Section 10.3 hereof should the other party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement.

C. Statutory Termination

In compliance with the terms of O.C.G.A. §36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of COUNTY at the close (December 31) of the calendar year of its execution (“Initial Expiration Date”) and at the close (December 31) of each succeeding year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the then current Term hereof unless either party notifies the other in writing of its intent not to extend this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the Initial Expiration Date, at least thirty (30) days prior to the expiration of the then-current annual period. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the COUNTY. This Agreement does not create a debt of the COUNTY for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

10.3 DEFAULT

For the purposes of this Agreement the term “Default” shall mean: (a) a failure to fulfill in a timely and proper manner a party’s obligations under this Agreement; (b) a violation of any of the material provisions, agreements, representations or covenants of this Agreement or any applicable County, State, or Federal laws, which do not fall within the force majeure provisions of this Agreement; (c) failure of CONSULTANT to comply with the insurance requirements of this Agreement; (d) the CONSULTANT becoming insolvent or unable to pay its debts as they mature, or making an assignment for the benefit of creditors, or filing a bankruptcy petition under the United States Bankruptcy Code or being the subject of a judgment or order for payment of money no longer subject to appeal or which judgment or order, in the opinion of the County, would be fruitless to appeal, which exceeds \$100,000 in amount and (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) days and (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) days of its issuance.

In the event of default under this Agreement, the non-defaulting party shall send written notice to the other party setting forth the specific instances of the default and providing the defaulting party with at least ten (10) days to cure or otherwise remedy the default to the reasonable satisfaction of the non-defaulting party. If the default is not remedied during the stated cure period, then the non-defaulting party may, at its election: (a) in writing terminate this Agreement in whole or in part; (b) cure such default itself and charge the defaulting party for the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the non-defaulting party for such default.

SECTION 11

APPLICABLE LAW, VENUE, AND DISPUTE RESOLUTION

11.1 APPLICABLE LAW AND VENUE

This Agreement shall be governed in all respects by the laws of the State of Georgia, and any action to enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.

11.2 DISPUTE RESOLUTION

- A. Prior to either party filing any formal legal action to enforce or seek interpretation of this Agreement, the parties shall first attempt resolution through mutual discussion between the COUNTY and the Program Manager.
- B. If such mutual discussion does not resolve the dispute, then further mutual discussions will be had between the COUNTY Manager and the CONSULTANT’s authorized representative.
- C. If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to

the project or arising out of this Agreement or the breach thereof through either mutual discussion, as a condition precedent to litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties. All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated. The parties shall not be required to mediate for a period greater than ninety-one calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for expenses otherwise incurred. In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period. During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved. The COUNTY and the CONSULTANT and any other parties involved in any way in the design or construction of the projects that are part of the project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation, provided that they have signed this Agreement or an agreement that incorporates this Agreement by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

- D. In case of a dispute relating to the PROJECT, or arising out of this Agreement, no party to this Agreement shall be required to participate in or be bound by any arbitration proceedings.

SECTION 12

OWNERSHIP OF DOCUMENTS

All inspection data, as-built plans, specifications and any other documents prepared or obtained by the CONSULTANT pursuant to its obligations under this Agreement shall be the sole property of the COUNTY and, together with all data and reference material furnished by the COUNTY in connection with this PROJECT or additional Work Authorizations, shall be delivered to the COUNTY upon completion of this PROJECT, or upon termination of this Agreement as provided for herein. Reuse of this data will be at the sole discretion and liability of the COUNTY.

SECTION 13

GENERAL INSURANCE REQUIREMENTS

13.1 REQUIREMENTS

Without limiting or qualifying CONSULTANT'S liabilities, obligations, or indemnities otherwise set forth in this Agreement, CONSULTANT shall, at CONSULTANT'S sole expense, procure, and maintain in full force and effect for the duration of this Agreement the following insurance coverage protecting against claims for injuries or damages which may arise from or in connection with

CONSULTANT'S performance of services or provision of goods:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.
 - 1. Coverage must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG 00 01 (2001 or newer addition), or otherwise acceptable to County, for comprehensive coverage including personal and advertising injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability broad-form property damage, and underground, explosion and collapse hazard.
 - 2. The policy or policies shall be on "an occurrence" basis unless "claims made" coverage provides continuing liability coverage ("tail") is in force for at least two (2) years.
 - 3. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers, and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds to the extent of loss attributable to the negligence of CONSULTANT via endorsement. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require CONSULTANT to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its own negligence.
- B. Commercial Automobile Liability: \$1,000,000 combined single limit per occurrence covering liability for bodily injury and property damage arising out of the ownership, maintenance, or use of all owned, non-owned, and hired automobiles utilized by CONSULTANT in connection with its performance under this Agreement.
 - 1. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, and volunteers are to be **covered as additional insureds** to the extent of loss attributable to the negligence of CONSULTANT via endorsement. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require CONSULTANT to provide liability insurance coverage to the Insured Party for claims asserted against such Insured Party for its own negligence.
- C. Workers' Compensation: CONSULTANT shall maintain statutory Workers' Compensation insurance in accordance with the laws of the State of Georgia.
- D. Employer's Liability: Employer's Liability Insurance: CONSULTANT must cover all of CONSULTANT'S employees in the amount of \$1,000,000 per accident for injury, \$1,000,000 per employee for disease, and \$1,000,000 per policy disease limit.
- E. Intentionally Omitted.
- F. Professional Liability (Errors & Omissions) Coverage: \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate in the event that CONSULTANT is performing professional services (such as design, architectural, legal, medical, engineering, technology, etc.)

1. In the event CONSULTANT is performing technology services and/or providing software or data, Technology and Errors & Omissions coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.
2. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.
3. If CONSULTANT'S professional liability policy is a "claims made" policy, then continuing liability coverage ("tail") shall be in force for at least five (5) years.

G. Intentionally Omitted.

H. Intentionally Omitted.

I. Intentionally Omitted.

J. Umbrella Liability Coverage: \$2,000,000 in liability coverage per occurrence above the Agreements stated coverage limits for policies of insurance except Professional Liability.

1. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, and volunteers are to be covered as additional insureds via endorsement. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require CONSULTANT to provide liability insurance coverage to the Insured Party for claims asserted against such Insured Party for its own negligence.
2. If CONSULTANT'S Umbrella Liability policy is a "claims made" policy, then continuing liability coverage ("tail") shall be in force for at least five (5) years.

13.2 SELF-INSURANCE, CAPTIVES, FRONTING POLICIES, AND MONETARY CONDITIONS PRECEDENT

If CONSULTANT is meeting its obligations contained in these Insurance Requirements through self-insurance, a captive, a fronting policy, and/or any monetary conditions precedent to coverage or a transfer of risk, CONSULTANT shall be required to notify County and provide additional information upon request. If CONSULTANT is self-insured, insured by a captive, utilizing a fronting policy, having a monetary condition precedent to coverage or a transfer of risk, or any combination thereof to meet its obligations to County, County may require CONSULTANT to provide to County additional financial security. CONSULTANT'S failure to notify and/or adequately disclose the requirements of this provision shall be considered a material breach of the Agreement.

13.3 PRIMARY INSURANCE

CONSULTANT'S insurance coverage shall be endorsed as primary and noncontributory with respect to the performance of this Agreement and in the protection of the County. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of CONSULTANT'S insurance and shall not contribute to it.

13.4 WAIVER OF SUBROGATION

Each policy or policies of insurance required by this Agreement shall be endorsed to provide a waiver of subrogation, or waiver of right to recover from others, in favor of the Insured Parties for losses arising from services performed or goods provided by CONSULTANT for or to County. CONSULTANT agrees to obtain any endorsement that may be necessary to affect the above waiver of subrogation, but this provision applies regardless of whether CONSULTANT has received a waiver of subrogation endorsement from an insurer.

13.5 DEDUCTIBLES, SELF-INSURED RETENTION, AND MONETARY CONDITIONS PRECEDENT

CONSULTANT shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures. CONSULTANT shall notify County of any deductible or self-insured retention greater than \$100,000 or any increase thereto. COUNTY may require additional financial security for deductibles and self-insured retentions greater than \$100,000.

13.6 SEPARATE COVERAGE

Coverage shall state that the CONSULTANT'S insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

13.7 DEFENSE COSTS AND CROSS LIABILITY

As respects general liability, automobile liability and umbrella liability policies, coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

13.8 NOTICE REQUIREMENT

Each insurance policy or policies required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County. All notices must be mailed to the attention of Cobb County Government at 100 Cherokee Street, Suite 300, Marietta, Georgia 30090. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

The project number and name must be referenced in the description section of the insurance certificate.

13.9 REPORTING REQUIREMENT

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

13.10 ACCEPTABILITY

Each insurance policy or policies required by this Agreement must be issued by a company licensed, authorized, or approved by the Georgia Insurance Commissioner to write business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A-", or better, and with a financial rating of Class VII, or greater, or be otherwise acceptable to Cobb County. Unrated or unlicensed captives or insurers must be submitted to Risk and Safety for review and consideration prior to commencement of work.

13.11 FAILURE OF INSURERS

Notwithstanding anything else in this Agreement, CONSULTANT shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

13.12 VERIFICATION OF COVERAGE

CONSULTANT shall furnish County with certificates of insurance, declarations page for each insurance policy listed on the certificate of insurance, and endorsements to the policies evidencing all coverages required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates, declarations page, and endorsements for each policy required shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time in the event a claim is made against the COUNTY.

If CONSULTANT changes, renews, or replaces any coverage required by this Agreement, CONSULTANT shall provide proof of the change, renewal, or replacement to County prior to the change, renewal, replacement, or expiration of the coverage. CONSULTANT'S failure to comply with this provision shall be considered a material breach of the Agreement. County may, but has no obligation to, review any and all of the required insurance policies, declaration pages, and/or endorsements. Failure to demand evidence of full compliance with the insurance requirements set forth herein or failure to identify any insurance deficiency shall not relieve CONSULTANT from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

13.13 SUBCONTRACTORS AND SUBCONTRACTS

CONSULTANT shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor. All coverage for subcontractor(s) shall be subject to all of the requirements stated in this Agreement, including, but not limited to naming the insured parties as additional insured.

13.14 DURATION

Each insurance policy or policies required by this Agreement shall be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all Work has been

completed to the satisfaction of County. Any requirement for insurance to be maintained after completion of the work shall survive termination or expiration of this Agreement. CONSULTANT'S notification (Paragraphs 2, 5, and 8), acceptability (Paragraph 10), and verification (Paragraph 12) obligations are continuous and shall remain in effect throughout the entire duration of this Agreement. Failure to comply with the requirements of this provision shall be considered a material breach of the Agreement.

13.15 PERIODIC REVIEW

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement and CONSULTANT shall be entitled to compensation for its additional cost. CONSULTANT agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

13.16 FAILURE TO COMPLY

Notwithstanding anything else in this Agreement, failure to comply with the insurance requirements set forth herein will not relieve CONSULTANT from any liability under the Agreement and will not be construed to conflict with or limit CONSULTANT'S indemnification obligations under the Agreement.

13.17 SUBCONSULTANTS INSURANCE

The CONSULTANT shall verify that all its consultants/Professionals are adequately insured. COUNTY considers the insurance amounts and requirements as specified in this Agreement for CONSULTANT as adequate insurance for consultants/Professionals to obtain; however, COUNTY may consider CONSULTANT'S request for reduction in requirements as to a particular consultant. Requests for reduction shall only be granted in writing and signed by both parties.

SECTION 14

DAMAGES AND REMEDIES

14.1 SERVICES, REIMBURSEMENT AND DEDUCTIONS

If the CONSULTANT fails to perform its duties, the CONSULTANT shall, without compensation by the COUNTY, provide and process all documents, and provide other services required as a result of the CONSULTANT'S failure to perform, and shall promptly reimburse the COUNTY for any costs or damages incurred by the COUNTY. The COUNTY shall also have the right to deduct from payments to the CONSULTANT any costs or damages incurred, or which have been or may be incurred, by the COUNTY as a result of the CONSULTANT'S failure to perform.

14.2 GENERAL INDEMNITY

To the fullest extent permitted by law, the CONSULTANT shall defend, protect, hold harmless, and indemnify the COUNTY and the COUNTY'S elected officials, officers, employees, agents, volunteers and assigns ("Indemnified Parties") from and against any and all liability, loss, claims, demands, suits,

costs, fees and expenses (including reasonable fees and expenses of attorneys, expert witnesses, and other consultants) (“Liabilities”), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of (a) bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the COUNTY allegedly or actually arising out of or resulting from the CONSULTANT’S services, including any negligent act, or omission (i) of the CONSULTANT; or (ii) of the CONSULTANT’S consultants, subcontractors or suppliers; or (iii) of the agents, employees or servants of the CONSULTANT or its consultants, subcontractors or suppliers; or (b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, by the CONSULTANT or its consultants, subcontractors or suppliers in the performance of work; or c) liens, claims or actions made by the CONSULTANT or other party performing the work, as approved by Cobb County. This obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Article 14.2. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the CONSULTANT or its sub- consultant(s), as approved by the County, under workers’ compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

14.3 INTELLECTUAL PROPERTY INDEMNITY

To the fullest extent permitted by law, the CONSULTANT shall defend, protect, hold harmless, and indemnify the COUNTY and the COUNTY’S Indemnified Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including reasonable fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the COUNTY in writing. If the CONSULTANT has reason to believe the use of such a required design, process or product is an infringement of a patent, the CONSULTANT shall be responsible for such loss unless such information is promptly given to the COUNTY.

14.4 NON-EXCLUSIVITY OF COUNTY’S REMEDIES

The COUNTY’S selection of one or more remedies for breach of this Agreement shall not limit the COUNTY’S right to invoke any other remedy available to the COUNTY under this Agreement or by law.

14.5 WAIVER OF DAMAGES

The CONSULTANT shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect

consequential damages.

SECTION 15

ASSIGNMENT; CHANGE OF OWNERSHIP

The CONSULTANT shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the COUNTY, in its sole discretion. Any change in control or ownership of the CONSULTANT or any of the Professionals, whether by intra-corporate transfer or otherwise, shall not result in the new owner's automatic assignment to the rights and obligations of the CONSULTANT or Professional under this Agreement, but rather shall require written approval by the COUNTY, in its sole discretion. CONSULTANT shall remain responsible for all services to be performed under the Agreement until such approval is granted.

SECTION 16

RESERVED

SECTION 17

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the Agreement, the CONSULTANT shall not discriminate against any employee (or employees or applicants) for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to ensure that employment decisions are made without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall impose or require the non-discrimination provisions of this Section by contract on all contractors or subcontractors awarded contracts to perform construction or other work related to the project or this Agreement as well as on the Professional. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

SECTION 17.1

CONFLICT OF INTEREST

17.1 CONFLICT OF INTEREST AFFIDAVIT

CONSULTANT agrees and shall execute Exhibit F Conflict of Interest Affidavit attesting that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar applicable law or regulation. CONSULTANT certifies that, to the best of its knowledge, no circumstances exist that will cause a conflict of interest in performing the services required by this Agreement, that no employee of County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of CONSULTANT or his subcontractor(s) and that no person associated with CONSULTANT or its

subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

17.2

Should CONSULTANT become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, CONSULTANT shall immediately notify County. If County determines that a conflict of interest exists, County may require that CONSULTANT take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by CONSULTANT when such services were performed while a conflict of interest existed, if CONSULTANT had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

SECTION 18

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

18.1 CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of Cobb County. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

18.2 The County and CONSULTANT agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The CONSULTANT further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT E-1.

If employing or contracting with any subcontractor(s) in connection with this Agreement, CONSULTANT further agrees:

1. To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
2. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT E-2 and
3. To submit such contractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s),

4. To submit to the County, such contractor and subcontractor affidavit(s) of “Immigration Compliance Certification,” EXHIBIT E-3,

The failure of CONSULTANT to comply with any of the requirements and procedures of the County (i.e. failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations) and to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of the CONSULTANT to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement and during the term of the Agreement shall constitute a material breach of the Agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor of sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements and that upon notice of a material breach of these provisions, the CONSULTANT shall be entitled to cure the breach within ten (10) days and provide evidence of such cure and in compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the Agreement, and any and all damages permissible by law.

SECTION 19

COVENANT AGAINST CONTINGENT FEES

The CONSULTANT shall comply with the relevant requirements of all Federal, State, County, or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 20

TRUTH IN NEGOTIATIONS

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within two (2) year following the end of the initial term of the Agreement, or the end of any renewal term, or the termination of the Agreement.

SECTION 21

EMPLOYMENT OF COUNTY'S PERSONNEL

The CONSULTANT, directly or through its sub-consultants, shall not employ any person or persons currently in the employ of the COUNTY or employ any person or persons formerly in the employ of the COUNTY during the term of this Agreement for any work required by the terms of this Agreement, without the written permission of the COUNTY, except as may otherwise be provided for herein.

SECTION 22

AUDIT

It is understood and agreed that the Agreement with CONSULTANT is subject to final audit of any charges by COUNTY'S personnel or agent. Should the audit reveal charges to the COUNTY not in compliance with this Agreement and its attachments, the COUNTY shall have a right of reimbursement or set off. Additionally, upon reasonable notice to CONSULTANT, COUNTY shall have the right to inspect, copy, and audit any documents related to the services to be provided under this Agreement and CONSULTANT shall make same available to the COUNTY.

SECTION 23

REVIEW OF WORK

Authorized representatives of the COUNTY may at all reasonable times review and inspect the services related to the project and data collected under the Agreement and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, computations, and other documents prepared by or for the CONSULTANT, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY. Acceptance by the COUNTY of any work or work product shall not relieve the CONSULTANT of its professional obligation to correct, and CONSULTANT agrees to correct at its expense, any of its errors in the work.

SECTION 24

MISCELLANEOUS PROVISIONS

24.1 NOTICES

Except as otherwise set forth herein, any or all notices by or from CONSULTANT to COUNTY, or COUNTY to CONSULTANT, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

Consultant: **BDR Partners, LLC**
1155 Mount Vernon Hwy NE
Suite 800
Atlanta, Georgia 30338

County: Cobb County Facilities Management Department
1150 Powder Springs Street
Suite 200
Marietta, Georgia 30064

With copy to: Cobb County Manager
100 Cherokee Street, Suite 300
Marietta, Georgia 30090

24.2 EXTENT OF AGREEMENT

This Agreement represents the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

24.3 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable for any reason, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

24.4 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

24.5 STRICT COMPLIANCE

No failure of the COUNTY to insist upon strict compliance by the CONSULTANT with any provision of this Agreement shall operate to release, discharge, modify, change or affect any of the CONSULTANT'S obligations.

24.6 SURVIVAL

All provisions of this Agreement, which contain continuing obligations, shall survive its expiration or termination.

24.7 TIME IS OF THE ESSENCE

The CONSULTANT understands and acknowledges that time is of the essence in completion of the PROJECT and the COUNTY will incur damages if the PROJECT is not completed on time. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with all applicable schedules. The CONSULTANT shall notify the COUNTY, as

soon as possible, of any necessary changes to the program work schedule related to the PROJECT and the reason for the change.

24.8. ANTI-KICKBACK

The CONSULTANT shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The CONSULTANT shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

24.9 OPEN RECORDS

CONSULTANT acknowledges that COUNTY'S disclosure of documentation is governed by Georgia's Open Records Act, and CONSULTANT further acknowledges that, if CONSULTANT submits records containing trade secret information and if CONSULTANT wishes to keep such records confidential, CONSULTANT, at the time of submission, 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.

24.10 NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any of COUNTY'S elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers. No such individual shall be personally liable to CONSULTANT or any successor in interest in the event of any default or breach by COUNTY or for any amount which may become due to CONSULTANT or successor or on any obligation under the terms of this Agreement. Likewise, CONSULTANT'S performance of services under this Agreement shall not subject CONSULTANT'S individual employees, officers, subconsultants or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against CONSULTANT or COUNTY, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers.

Signatures on next page.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the dates shown below.

BDR PARTNERS, LLC

Emily Gossett

By: Emily Gossett

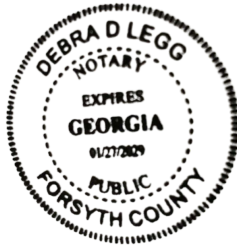
Title: Partner

Date: March 30, 2026

(SEAL)

ATTEST:

By: *Debra D. Legg*



COBB COUNTY, a political subdivision of the State of Georgia

By: _____
Lisa N. Cupid

Title: Chairwoman, Cobb County Board of Commissioners

Date: _____

ATTEST:

By: _____
Pamela Mabry
County Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
County Attorney



Facilities Management

Andrew Yakimovich, Director

District 4

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Andrew Yakimovich, Director
Stephen White, Agency Director

DATE: April 14, 2026

PURPOSE

To approve a contract with CDH Partners Inc. for Professional Design Services for the design of the new South Cobb Health Facility, located at 490 Riverside Parkway, Austell, GA 30168.

BACKGROUND

The South Cobb Public Health Facility will be a newly constructed, multipurpose health facility developed through public and private partnerships on 5.21 acres of county-owned land. Designed as four integrated yet independently functioning facilities under one roof, the campus will serve as a centralized hub for Public Health, Primary Care, Behavioral Health, and community support services. This model will improve access to care, streamline service delivery, and enhance health outcomes for residents in South Cobb.

A Request for Proposal for Professional Design Services was published on the County Procurement website and advertised in the Marietta Daily Journal for four weeks, beginning on October 17, 2025. Bids were received by the Procurement Services Department on November 13, 2025. Eight firms responded:

Axis Infrastructure, LLC.
The Beck Group
CDH Partners Inc.
CPL Architect, Engineers, and Landscape Architect, D.P.C.
Croft and Associates Inc.
Jericho Design Group, LLC.
McMillan Pazdan Smith, LLC.
POH+W Architects, LTD.

The proposals were reviewed by a selection committee comprised of members from the Department of Transportation, Fire Department, Facilities Management, and PARKS. The Selection Committee reviewed the proposals and ranked the firms based on the following criteria: Staffing, Experience/Performance, Approach, Availability, and Financial Stability.

The committee recommends CDH Partners Inc., the top ranked firm, to be selected for design services for the New South Cobb Health Facility, with the initial phase of the contract not to exceed \$807,180.00.

Once the design has been finalized and the design/builder determines the Guaranteed Maximum Price (GMP), an additional agenda item specifying the total contract amount, including construction costs, will be presented to the Board of Commissioners.

This has been reviewed by the County Attorney's Office.

IMPACT STATEMENT

Funding for this project is available from two sources: \$9,750,890.00 is available within Fund 279, with the previously appropriated and allocated funding received pursuant to the American Rescue Plan Act of 2021. Additionally, \$4,250,000.00 is allocated within Fund 348, the 2022 SPLOST Fund. These sources have no impact on any FY2026 adopted County budgets.

In keeping with GAAP (Generally Accepted Accounting Principles) and GASB (Governmental Accounting Standards Board), when multiple funding sources are available for expenditure, use is always directed to the most restrictive source first. As funding provided under the American Rescue Plan Act of 2021 must be expended during 2026, all expenses associated with the South Cobb Public Health Facility project will be directed to Fund 279, until those funds are exhausted, or the grant period closes. After that time, all expenses will be directed to Fund 348.

Currently available:

Fund 279 (ARPA)		
279-499-CI06-3CPCI06-8005		\$9,750,890.00
Fund 348 (2022 SPLOST)		
348-110-B092-XB092-8005-B0920-A		\$4,231,755.75

FUNDING

Funding will be available in the ARPA Fund with the following transactions:

Decrease Expenditure:	279-499-CI06-8005	Preliminary Estimates	\$807,180.00
Increase Expenditure:	279-499-CI06-8033	Professional Services	\$807,180.00

RECOMMENDATION

The Board of Commissioners approve a contract with CDH Partners Inc. for Professional Design Services for the design of the New South Cobb Health Facility, in an amount not to exceed \$807,108.00; authorize the corresponding budget transactions; and further authorize the Chairwoman to execute the necessary documents, as approved by the County Attorney's Office.

ATTACHMENTS

None