



**COBB COUNTY  
DEPARTMENT OF TRANSPORTATION  
AMENDMENT TO  
COBB FRAMEWORK AGREEMENT**

**Project No. X2312  
AMENDMENT NO. 1**

WHEREAS, We, **City of Powder Springs (CITY)** entered into a Cobb Framework Agreement (the “Agreement”) with Cobb County, Georgia (**COUNTY**) on April 7, 2016, for services associated with Powder Springs Road at Flint Hill Road/Pine Grove Drive/Deercreek Drive Intersection Improvements (**PROJECT**), Project No. X2312; and

WHEREAS, the conceptual design and environmental screening have been completed for the **PROJECT**. The preliminary engineering and right-of-way activities have been completed for the Powder Springs Road at Deercreek Drive Intersection, and the **CITY** and the **COUNTY** are interested in continuing the advancement of this intersection; and

WHEREAS, the **CITY** has been approved for additional funding for the **PROJECT** through the Georgia Department of Transportation (**GDOT**), and bids for construction services have been received; and

WHEREAS, the **CITY** and **COUNTY** desire for the **CITY** to become the primary party to undertake, supervise and oversee the design/engineering, right of way acquisition, utility relocation and construction phase of the remaining aspects of the **PROJECT**.

NOW THEREFORE, for and in consideration of the mutual benefits and obligations flowing each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

**The City of Powder Springs is the recipient of the Off-System Safety Improvement Program awarded and funded by GDOT in an amount up to \$200,000 or 70% of the PROJECT cost, whichever is less. The CITY and the COUNTY have in turn agreed to fund the remaining 30% local match contribution of the GDOT approved project costs; and 100% of all costs exceeding the GDOT maximum approved amount for the PROJECT in accordance with Exhibit “B” of the Agreement. The COUNTY agrees to provide all invoices to the CITY for submittal to GDOT for reimbursement. The CITY agrees to reimburse the COUNTY the full amount of the reimbursed invoices within 30 days of receipt of Off-System Safety Grant funds from GDOT and any remaining costs subject to the agreed cost sharing provided in Exhibit “B” of the Agreement.**

**For the remainder of the Project, the CITY will be the primary party to undertake, supervise and oversee the design/engineering, right of way acquisition, utility relocation and construction phase of the PROJECT, and the Agreement is hereby amended to reflect the fact that the CITY and not the COUNTY will be the lead agency for the remainder of the PROJECT with regard to such services and shall appoint a Project Manager (“PM”) to undertake the responsibilities of the PM under the Agreement.**

This Amendment in no way modifies or changes the original Agreement of which it becomes a part, except as specifically stated herein.

This First Amendment shall begin on the date on which it is signed by both parties.

RECOMMENDED FOR APPROVAL BY:

**CITY OF POWDER SPRINGS**

**COBB COUNTY, GEORGIA**

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: Albert Thurman Printed Name: Michael H. Boyce

Title: Mayor Title: Chairman, Board of Commission

Attest: \_\_\_\_\_

Kelly Axt, City Clerk

Date \_\_\_\_\_ Date \_\_\_\_\_

[ATTACH CORPORATE SEAL] \_\_\_\_\_

[ATTACH CORPORATE SEAL] \_\_\_\_\_

APPROVED AS TO FORM BY:

County Attorney's Office

APPROVED AS TO FORM  
GREGORY, DOYLE, CALHOUN & ROGERS, LLC, CITY ATTORNEYS

BY: \_\_\_\_\_