

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between EFFINGHAM COUNTY, hereinafter referred to as "County", with principal offices at 804 S Laurel Street, Springfield, GA 31329, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 20 Pointe North Drive, Suite 107, Cartersville, GA 30120.

WHEREAS, the County proposes to utilize the services of Consultant for Development Review and Construction Oversight Services.

WHEREAS, the Consultant has represented to the County that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant agrees to provide Project Administration, Building Inspection, Building Plan Review, Civil and Site Review, and Fire Plan Review and Inspection services related to Project Camellia, as defined below and outlined in Exhibit A, Scope of Work.
- B. For purposes of this Agreement, "Initial Development Services" refers to the permitting, plan review, inspection, and related support services associated with the first two data-center buildings planned as part of Project Camellia. The specific buildings and associated site improvements will be mutually identified by the County and Consultant and outlined in an agreed-upon scope of services. This designation is intended to establish the Consultant's initial responsibilities and compensation and is not necessarily tied to the developer's construction schedule or phases established under the PILOT agreement.
- C. Services will continue through final inspections, applicable occupancy approvals, and administrative closeout. As the project progresses, the County and Consultant may mutually agree to expand services to additional buildings, improvements, or infrastructure through a written amendment addressing the additional scope and compensation.
- D. Consultant will perform services based on directives issued by the County. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the County. Consultant may utilize subcontractors, such as a planner, as needed.
- E. The County may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the County and Consultant. If approved by the County, a written work order will be provided.
- F. Consultant and its employees acknowledge that they are independent contractors and not employees of the County.

COMPENSATION

- A. The County shall pay the Consultant according to the fee schedule outlined in Exhibit B. All fees outlined below are inclusive of general and administrative cost, travel, per diem, training,

materials, supplies, and other items necessary to complete the project.

- B. Fees do not include office space or utility vehicle for onsite transportation.
- C. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The County will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the County. The County will contact Consultant not later than 5 business days, excluding County holidays, of receipt of any invoice which is in dispute.

TERM

- A. This Agreement will take effect on _____ and will automatically renew each calendar year for a period of 5 years from execution of the agreement unless terminated by either Party.
- B. This Agreement may be terminated by the County without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the County, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the County with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A. Consultant will not begin work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the County and Consultant the following insurance policies:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Professional Liability	\$1,000,000 / \$2,000,000
Commercial General Liability	\$1,000,000 / \$2,000,000
Automobile Bodily Injury Liability	\$500,000 per person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the County, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the County, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's negligence or misconduct in the performance of its obligations under this Agreement to the extent provided by law.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the County and will be provided by the Consultant to the County upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- B. Effingham County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by

rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the County will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the County to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2026.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

CHARLES ABBOTT ASSOCIATES, INC.

BY: _____

BY: _____
Rusty R. Reed, President

ATTEST: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public

EXHIBIT A: SCOPE OF WORK

CAA provides comprehensive review of building and engineering plans, performs inspections of all structures, delivers detailed inspection reports, and advises County staff as needed. CAA will ensure compliance with the Georgia State Minimum Standards Mandatory Codes and construction related zoning requirements.

- Project Administration
- Civil and Site Review
- Building and Structural Review
- Construction Inspection and Compliance
- Fire Plan Review and Inspections

Project Administration

CAA's dedicated Building Officials are responsible for the administration and enforcement of codes and ordinances related to building safety, safeguarding public health, and supporting sustainable community development. Our services focus on ensuring compliance, fostering economic protection, and promoting long-term building safety.

CAA supports the protection of the community's economic interests with the goal of ensuring the development of safe and sustainable buildings for subsequent generations.

Our Services include the following responsibilities:

- Participate in kickoff, preconstruction, coordination, progress, issue-resolution, and executive-status meetings as directed by the County.
- Maintain permit-package, submittal, review-comment, inspection, correction, decision, and occupancy tracking logs.
- Coordinate interfaces among County departments, the owner, design team, contractors, utilities, and other reviewing agencies while preserving each party's authority.
- Forecast staffing needs by phase and adjust qualified resources with County approval.
- Provide routine written reports to County management and concise Board-level summaries when requested.

Civil and Site Review

CAA provides coordinated site development oversight.

CAA will review civil and site-development plans, calculations, and supporting reports for compliance with County standards, permit conditions, and accepted engineering practices. Our team will coordinate revisions with building plans and field conditions while tracking required outside-agency approvals to help prevent conflicts, delays, and unauthorized work.

CAA will:

- Review assigned grading, drainage, stormwater-management, erosion and sediment-control, roadway, utility, floodplain, right-of-way, plat, and supporting engineering documents.
- Review calculations and technical reports for completeness and consistency with applicable County standards, permit conditions, and accepted engineering practices.
- Coordinate civil/site revisions with building packages and field conditions so changes are evaluated before affected work proceeds.
- Track outside-agency permits and approvals identified by the County, without assuming the authority of those agencies.

Building and Structural Review

CAA provides plan review services of all structures for compliance with all local ordinances and state and federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is tracked, reviewed, and returned on time and within budget. The status of any plan can easily be determined at any point in time. Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plan examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

- Review architectural, structural, accessibility, energy, and assigned building-system documents for compliance with applicable codes and County requirements.
- Review structural calculations, design criteria, gravity and lateral systems, special loading conditions, materials, delegated designs, deferred submittals, and revisions within the reviewer's professional scope.
- Coordinate review comments across disciplines and identify conflicts between approved packages before construction.
- Maintain clear review cycles, written comment resolution, and approval records.

Construction Inspection and Compliance

CAA provides consistent field oversight and enforcement.

CAA will provide thorough, well-documented inspections of site, building, structural, and specialty work to verify compliance with approved plans and applicable requirements. Our team will identify deficiencies and unauthorized work, track corrective actions and required testing, perform reinspections, and support the County's decisions regarding continued construction and final occupancy.

Services provided include:

- Perform scheduled and periodic inspections of assigned site, building, structural, and specialty work for compliance with approved documents and applicable requirements.
- Record the date, location, inspection type, inspector, observed conditions, violations, corrective action, and authorization to proceed or notice of failure.
- Require access to work before concealment and verify corrections before approval of affected work.
- Coordinate special inspections, testing reports, third-party certifications, and deferred submittals as assigned by the County.
- Identify unauthorized deviations, incomplete work, unsafe conditions, and work performed without required approvals.
- Perform reinspection and closeout verification and support County decisions concerning temporary or final occupancy.

Fire Plan Review and Inspections

CAA provides fire prevention plan checking and inspection services and any other associated review.

CAA will provide qualified fire prevention professionals to review plans and inspect construction for compliance with the County's adopted building and fire codes, Georgia amendments, applicable ordinances, NFPA standards, and State Fire Marshal requirements.

Services may include:

- Perform Review of site access, fire hydrant locations, architectural plans, fire sprinklers, fire alarms, hood and duct systems, and alternative suppression systems.
- Preliminary consultations with applicants, design professionals, and contractors.
- Coordination and performance of construction, system, annual, and emergency fire inspections.
- Documentation of deficiencies, corrective actions, reinspections, and code violations.
- Issuance or recommendation of stop-work action for noncompliant construction when authorized and required.
- Coordination with and recommendations to the County's Building Official, Fire Marshal, or designee.
- Attendance at project meetings and ongoing maintenance of required professional certifications.

EXHIBIT B: COST PROPOSAL

CAA proposes a developer-funded compensation model for the Initial Development Services of Project Camellia. Under this approach, the cost of the specialized plan review, permitting and inspection services required for the project will be supported by fees paid by the developer rather than the County's General Fund or local taxpayers.

Building Plan Review and Inspection Services

CAA proposes the following percentage-based fees for building-related services:

Service Provided	CAA Compensation
Building Plan Review, Building and Fire Inspections	75% of all building permit and plan-review fees collected

Effingham County will retain the remaining 25% of collected building permit and plan-review fees to support the County's administrative cost.

The percentages above apply to building permit and plan-review fees collected for buildings included in the Initial Development Services. Engineering and land-development services are compensated separately at the hourly rates shown below.

Engineering and Land Development Services

Engineering and land-development services will be provided on an hourly basis:

Service Provided	Rate* (billed in whole hours)
Electronic Engineering and Land Development Plan Review	\$ 149 / hr
Site / E&S Inspections	\$169 / hr

**Hourly rates may be adjusted annually upon renewal based on the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the U.S. Bureau of Labor Statistics, for the most recent available 12-month period. Any annual increase shall not exceed 3%. CAA shall provide Effingham County at least 30 days' written notice before adjusted rates take effect.*

Consultant will monitor costs associated with engineering services under this Agreement and notify Effingham County when expenditures reach or are reasonably anticipated to exceed 5% of the permit fees collected for the project. Upon notification, the County and Consultant will review projected engineering costs and mutually determine any necessary adjustments to funding or services. This provision applies solely to engineering services (Land Development) and intends to provide financial oversight while maintaining flexibility to accommodate evolving project needs, subject to applicable County authorization requirements.