

AGREEMENT

This Agreement is for the Design and Construction of the Highway 29 Multi-Use Path made by and between the Lilburn Community Improvement District (hereinafter referred to as the “CID”) and the City of Lilburn, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the “City”), (CID and City hereinafter individually referred to as “Party” and collectively as “Parties”) each of which has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the Parties to this Agreement are authorized by law to enter into intergovernmental agreements; and

WHEREAS, the Parties hereto desire to serve the needs of the citizens and property owners within the City, the CID and Gwinnett County by providing a safe and efficient pedestrian improvement within the City; and

WHEREAS, the CID has developed plans to install a multi-use path adjacent to the south side of U.S. Highway 29, also referred to as State Route 8, between Postal Way and Killian Hill Road in the City of Lilburn (GDOT P.I. No. 0010638) (hereinafter referred to as “Project”); and

WHEREAS, the total Project cost is expected to be \$938,000; and

WHEREAS, the CID through an RFQ process has contracted with TY Lin International, Inc. (hereinafter referred to as “Engineer”) to provide land surveying, design, bidding assistance, and construction oversight services for the Project; and

WHEREAS, the Georgia Department of Transportation (hereinafter referred to as “GDOT”) has awarded a TE Grant in the amount of \$700,000, or 80% of the total construction cost of the Project, whichever is lower, to fund a portion of the Project; and

WHEREAS, the City has agreed to provide the balance of the total Project cost not paid by the TE Grant, said payments not to exceed the sum of \$238,000.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do consent and agree as follows:

1. The CID agrees to require the Engineer to design the Project by following the GDOT Plan Development Process and producing deliverables adhering to all applicable GDOT requirements.
2. The City will reimburse the CID for the cost of design and right of way, said reimbursements and costs not to exceed the sum of \$238,000. It is anticipated that the Lilburn CID may acquire additional funding from other sources, including, but not limited to Gwinnett DOT and Georgia DOT.
3. The TE Grant will be applied to the construction cost of the Project.
4. All costs of the Project not funded by the TE Grant will be paid by the City, subject to the limitation in Item 2 above. Should the total project cost be less than \$938,000, the participation by the City shall be reduced by the same amount.
5. The City will have fourteen (14) days to review reimbursement requests from the CID prior to them being due for payment. Construction procurement, payment and grant reimbursement will be the responsibility of the City.
6. All contracts and subcontracts for the design and construction of the project shall have insurance provisions which require that the City be named as an additional insured in all insurance policies.
7. All future maintenance of the completed project including any necessary utilities will be the sole responsibility of the CID.

8. All notices pursuant to this Agreement shall be served as follows: As to the CID: Executive Director of the Lilburn Community Improvement District, 1485 Chinook Court, S.W. Lilburn, Georgia 30047. As to the City: City Manager, City of Lilburn, 340 Main Street, Lilburn, Georgia 30047. All notices shall be served by certified mail, return receipt requested.

9. This Agreement shall be for a period of 24 months from the effective date.

10. This Agreement constitutes the entire agreement between the Parties hereto as to all matters contained herein. No other writings or oral agreements or conversations shall affect or modify any of the terms or obligations herein contained. All subsequent changes to this Agreement must be in writing and signed by both Parties. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duties or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any Engineer performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way to waive immunities or protections granted to the City or to the CID by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents, have caused this Agreement to be signed, delivered, and effective on the date set forth below.

This ____ day of _____, 2019.

LILBURN COMMUNITY
IMPROVEMENT DISTRICT

CITY OF LILBURN, GEORGIA

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____

By: _____