

CHANGE ORDER NO. 1 BETWEEN GWINNETT COUNTY  
AND THE CITY OF LILBURN REGARDING  
JOINTLY FUNDED 2017 SPLOST PROJECT(S)  
(COUNTY-MANAGED PROJECT # F-1233)

This Change Order (hereinafter referred to as "Change Order No. 1"), made by and between the City of Lilburn, a municipal corporation chartered by the State of Georgia and headquartered at 340 Main Street, Lilburn, Georgia 30047 (hereinafter referred to as "CITY") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this Change Order No. 1.

WITNESSETH

WHEREAS, the COUNTY entered into an agreement (hereinafter referred to as "ORIGINAL AGREEMENT") with the CITY dated 8<sup>th</sup> November, 2017 to jointly fund a transportation project to be managed by the COUNTY (County-managed Project); and

WHEREAS, the agreement specifies that the COUNTY'S contribution to jointly fund 2017 SPLOST projects is limited to the maximum COUNTY contribution as shown in the ORIGINAL AGREEMENT; and

WHEREAS, Lilburn Industrial Way was transferred from City maintenance responsibility to County maintenance responsibility in the 2020 Service Delivery Strategy Agreement; and

WHEREAS, the COUNTY and CITY wish to include a County-managed project not listed in the ORIGINAL AGREEMENT;

NOW, THEREFORE, the COUNTY and the CITY, in consideration of the mutual promises and agreements set forth herein, do agree as follows:

1. This Change Order No. 1 amends the ORIGINAL AGREEMENT between the COUNTY and CITY as follows:
  - a) The 2017 SPLOST County-managed Project will now include the Lilburn Industrial Way Resurfacing project. County funding of \$121,500 and City funding of \$28,500 from the existing City-managed Project will be transferred to the Lilburn Industrial Way Resurfacing County-managed project.
  - b) At the completion of the Lilburn Industrial Way Resurfacing project, any remaining funds will be transferred back to the City-Managed Project for use on a future project to be determined and agreed upon by the COUNTY and the CITY.
  - c) The CITY will be responsible for the necessary patching and crack filling to prepare Lilburn Industrial Way for final asphalt topping. The CITY shall perform and carry out this preparation in a satisfactory manner, as determined by the COUNTY. The County shall review and has approval authority for all aspects of the preparation work.
  - d) The COUNTY shall review and has approval authority for all aspects of the Resurfacing project. The COUNTY may review and inspect the activities covered by this Agreement including all reports, drawings, studies, specifications, estimates, maps, computations, invoices and payments prepared by the CITY or for the CITY before final acceptance of Lilburn Industrial Way by the COUNTY.
2. In no event shall the COUNTY'S contribution to the County-managed Project exceed eight-one percent (81%) of the total cost except as noted herein.
3. The revised project list is outlined in Exhibit A attached hereto.

4. Except as explicitly stated in Section 1 of this Change Order No. 1, the existing projects shall not be updated, amended, or altered in any way.
5. All notices pursuant to this agreement shall be served as follows: As to the COUNTY, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the CITY, Mayor, City of Lilburn, 340 Main Street, Lilburn, Georgia 30047.

Except as herein supplemented, modified and amended, the original County-managed Project agreement, dated 8<sup>th</sup> November, 2017 will remain in full force and effect and shall in all respects govern and control.

It is expressly agreed by the parties that this Change Order No. 1 is supplemental to the original County-managed Project of the original County-managed Agreement, dated 8<sup>th</sup> November, 2017 and all previous Agreements which are by reference made a part hereof. All terms, conditions, and provisions thereof unless specifically modified herein are to apply to this Change Order No. 1, and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GWINNETT COUNTY, GEORGIA

CITY OF LILBURN, GEORGIA

By: \_\_\_\_\_  
CHARLOTTE J. NASH

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

Title: CHAIRMAN

Title: MAYOR

ATTEST:

ATTEST:

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

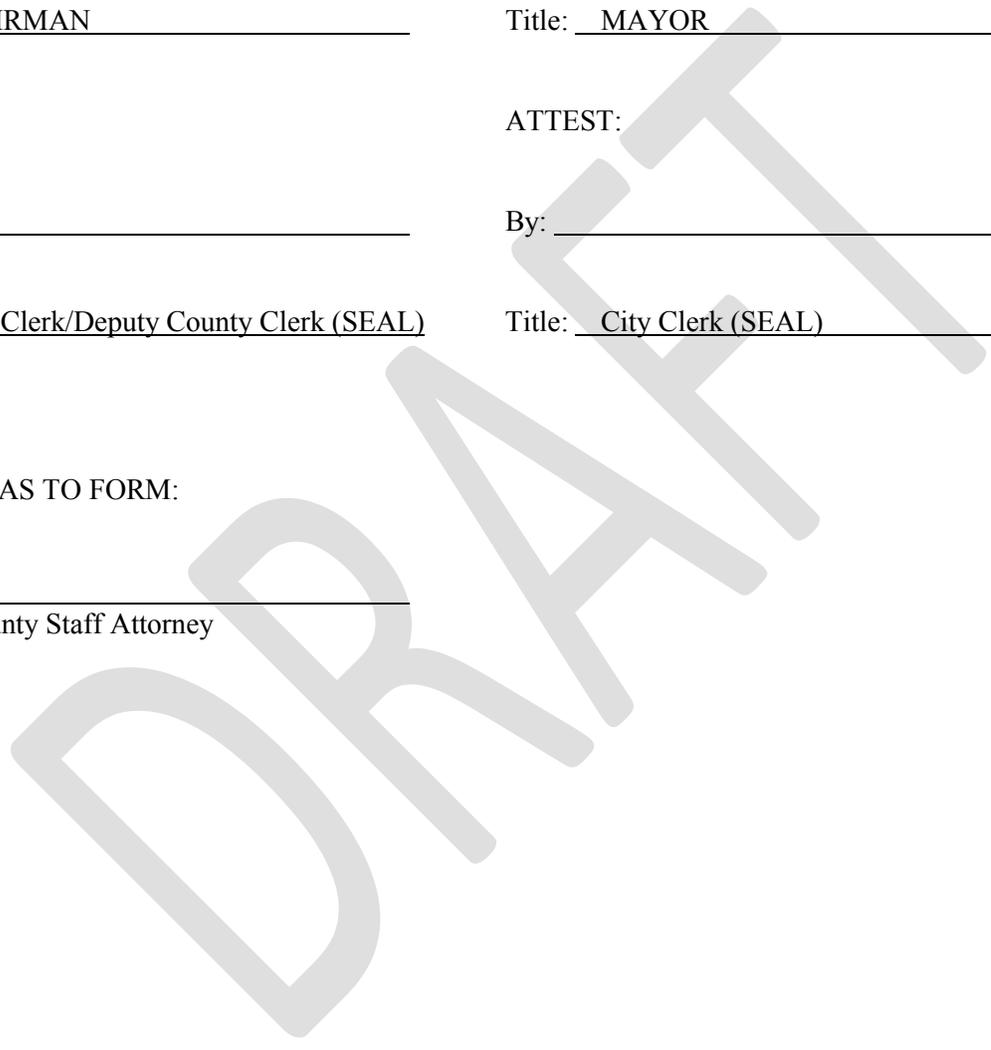
By: \_\_\_\_\_

Title: County Clerk/Deputy County Clerk (SEAL)

Title: City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gwinnett County Staff Attorney



Project Name	Improvement Type	Location	Maximum County Contribution	City Contribution
Killian Hill Road Widening – Preliminary Engineering	Major Road	Arcado Road to Church Street	\$529,250*	\$124,125
Lilburn Industrial Way Resurfacing	Safety	Arcado Road to Killian Hill Road	\$121,500.00	\$28,500

\*Additional Gwinnett County funding provided through the 2017 SPLOST Major Roads category in the amount of \$2,346,605

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