



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

July 22, 2025

Mayor Johnny Crist
City of Lilburn
340 Main Street
Lilburn, Georgia 30047

Attention: Jenny Simpkins, City Manager

RE: External Letter of Response, City of Lilburn Request
GDOT Project PI No. 0016519, Gwinnett County
Project Description(s): SR 8 @ JACKSON CREEK IN LILBURN

Dear Mayor Crist:

The Georgia Department of Transportation (GDOT) has prepared attached a draft memorandum of agreement for payment and draft maintenance agreement for the aesthetic bridge upgrades into bridge replacement project PI 0016519, State Route 8 at Jackson Creek in Lilburn, Ga. GDOT requests that the City of Lilburn review the attached agreements for comments prior to formal routing of the agreements by the Department.

GDOT understands that the City of Lilburn has agreed to cover costs associated with construction of the aesthetic features and lighting on the project, in the amount of \$200,000.00. GDOT also understands that the City of Lilburn will maintain bridge aesthetic upgrades and lighting after the completion of construction.

Please contact the Project Manager, Tony Washington, at (678) 209-7570, if you have questions or desire additional information regarding this project.

Sincerely,

Albert Shelby

Digitally signed by Albert Shelby
DN: C=US, E=ashelby@dot.ga.gov,
O=GDOT, OU=GDOT Program
Delivery, CN=Albert Shelby
Date: 2025.07.24 07:53:14-04'00'

Albert V. Shelby, III,
Director of Program Delivery

AVS:KWN:CCV:SHP:CBF:JAB:TDW

Attachments: Draft Memorandum of Agreement, Draft Maintenance Agreement, Executed Lighting Agreement

PI No. 0016519, Gwinnett County
City of Lilburn – Response Letter (Bridge Upgrades)
July 22, 2025
Page 2

Cc:

Kimberly W. Nesbitt, State Program Delivery Administrator
Cleopatra C. Vicks, Assistant State Program Delivery Engineer
Jason Dykes, GDOT District 1 Engineer
Justin Lott, GDOT District 1, Preconstruction Engineer
Sean H. Pharr, GDOT Bridge Program Manager
Justin Banks, Regional Lead – GDOT Regional Lead
Tony Washington, GDOT Project Manager
Project Files

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF LILBURN
PI# 0016519, STATE ROUTE 8 AT JACKSON CREEK**

This Memorandum of Agreement is made and entered into this _____ ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT"), and the CITY OF LILBURN, a political subdivision of the State of Georgia (collectively DEPARTMENT and CITY OF LILBURN shall be referred to herein as "PARTIES" and individually as "PARTY").

WHEREAS, the DEPARTMENT is undertaking a bridge replacement project at SR 8 @ JACKSON CREEK IN LILBURN, PI#0016519, in Gwinnett County, hereinafter referred to as the "PROJECT";

WHEREAS, the DEPARTMENT has primary responsibility for the planning, design, and subsequent construction and delivery of the PROJECT;

WHEREAS, the CITY OF LILBURN has requested that the DEPARTMENT make modifications to the existing PROJECT plan to extend bridge length by ten feet to accommodate the prospective installation of a trail extension ("Modifications");

WHEREAS, the DEPARTMENT is willing to include the Modifications in the PROJECT if the CITY OF LILBURN meets certain conditions set forth below; and

WHEREAS, the PARTIES wish to arrive at a formal understanding regarding their respective responsibilities as they relate to the inclusion of the Modifications in the PROJECT.

NOW THEREFORE, it is hereby agreed and understood by and between the PARTIES to this Memorandum of Agreement that:

1. CITY OF LILBURN shall pay the DEPARTMENT for the construction costs to make the Modifications to the PROJECT. The current estimate to make the Modifications to the PROJECT is Two-Hundred Thousand and 00/100 Dollars (\$200,000.00) ("Payment"). A description of the Modifications requested as part of the PROJECT is set forth in EXHIBIT A of this Memorandum of Agreement and made a part hereof.
2. Within sixty (60) days of a written request from the DEPARTMENT, the CITY OF LILBURN shall remit to the DEPARTMENT the full amount of the Payment to make the Modifications.
 - a. The Payment provided by CITY OF LILBURN shall be used by the DEPARTMENT to pay for the structure costs incurred in making the Modifications.

- b. Failure of the CITY OF LILBURN to timely remit to the DEPARTMENT the full amount of the Payment shall result in the DEPARTMENT being authorized to proceed with the PROJECT without the inclusion of the Modifications.
 - c. In the event that the actual cost of the Modifications differs from the estimate that the DEPARTMENT has provided, the CITY OF LILBURN shall have no further financial obligation to contribute any additional funding to the PROJECT outside of the Payment.
 - d. If the cost of the Modifications is less than the Payment, the DEPARTMENT will timely remit the difference to the CITY OF LILBURN. Under no circumstance shall the DEPARTMENT have any obligation to refund or reimburse the CITY OF LILBURN for any portion of the Payment that has been properly expended by the DEPARTMENT for the Modifications under this Memorandum of Agreement.
 - e. At the request of the CITY OF LILBURN, the DEPARTMENT will provide a copy of the audit that will be performed for the federal government to ascertain the use made of the Payment for the PROJECT.
3. The Department has substantially relied on the CITY OF LILBURN's representation that it will timely make the Payment in designing the PROJECT to include the Modifications. Based on this substantial reliance, the DEPARTMENT shall include the Modifications as part of the PROJECT plans. It is understood by the CITY OF LILBURN that its failure to timely and fully remit the Payment to the DEPARTMENT may require the PROJECT plans to be redrawn to exclude the Modifications. In the event that this occurs, the CITY OF LILBURN shall pay the DEPARTMENT any costs the DEPARTMENT incurs in redoing the design plans to remove the Modifications. The DEPARTMENT will send the CITY OF LILBURN an invoice detailing those costs, which the CITY OF LILBURN shall promptly pay within 60 days of its receipt.
4. The Payment shall be used exclusively for construction costs incurred by the DEPARTMENT in making the Modification to the PROJECT. No portion of the Payment shall be used by the DEPARTMENT to purchase right-of-way or fund preliminary engineering for the PROJECT.
5. All decisions made to arrive at an approved final bridge layout for the PROJECT shall be within the exclusive discretion of the DEPARTMENT. Unless otherwise expressly authorized by the DEPARTMENT, the approved final bridge layout shall be final and conclusive as to how the Modifications will be integrated into the construction of the PROJECT.
6. All costs associated with any future development and/or use of the Modifications shall be the sole responsibility of the CITY OF LILBURN. Nothing set forth in this Memorandum of Agreement shall be construed as obligating the DEPARTMENT to acquire right-of-way, obtain permits, or take or fund any action in furtherance of the prospective bridge upgrades that the CITY OF LILBURN is contemplating.

7. If, at any point, the DEPARTMENT determines that state and/or federal funding no longer adequately exists to fully finance the PROJECT, the DEPARTMENT, in its sole discretion, may make the decision to suspend or terminate the PROJECT. Written notification of this decision will be promptly made to the CITY OF LILBURN. Under no such circumstances shall the DEPARTMENT have any obligation to the CITY OF LILBURN to refund or repay any or all of Payment that the DEPARTMENT in good faith lawfully expended in furtherance of the PROJECT.
8. The PARTIES recognize and agree that it may be necessary or convenient to amend this Memorandum of Agreement to provide for the orderly implementation of the undertakings described herein. The PARTIES agree to cooperate fully in connection with such amendments if and as determined necessary; provided, however, that no change, modification or amendment to this Memorandum of Agreement shall be effective unless the same is reduced to writing and signed by the PARTIES hereto.
9. This Memorandum of Agreement is executed in Fulton County of the State of Georgia, and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of a PARTY hereto.
10. Except as herein provided, the PARTIES will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY, which consent will not be unreasonably withheld.
11. No failure of either PARTY to exercise any right or power given to such PARTY under this Memorandum of Agreement or to insist upon strict compliance by the other PARTY with the provisions of this Memorandum of Agreement. No custom or practice of either PARTY at variance with the terms and conditions of this Memorandum of Agreement will constitute a waiver of either PARTY'S right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Memorandum of Agreement.
12. Each of the provisions of this Memorandum of Agreement will be binding upon and insure to the benefit and detriment of the PARTIES and their successors and assigns.
13. If any one or more of the provisions contained herein is for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Memorandum of Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. This Memorandum of Agreement constitutes the entire agreement and understanding between the PARTIES hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the PARTIES hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, said PARTIES have hereunto set their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

City of Lilburn

BY: _____
RUSSELL R. MCMURRY
Commissioner

BY: _____
Johnny Christ
Mayor

(SEAL)

(SEAL)

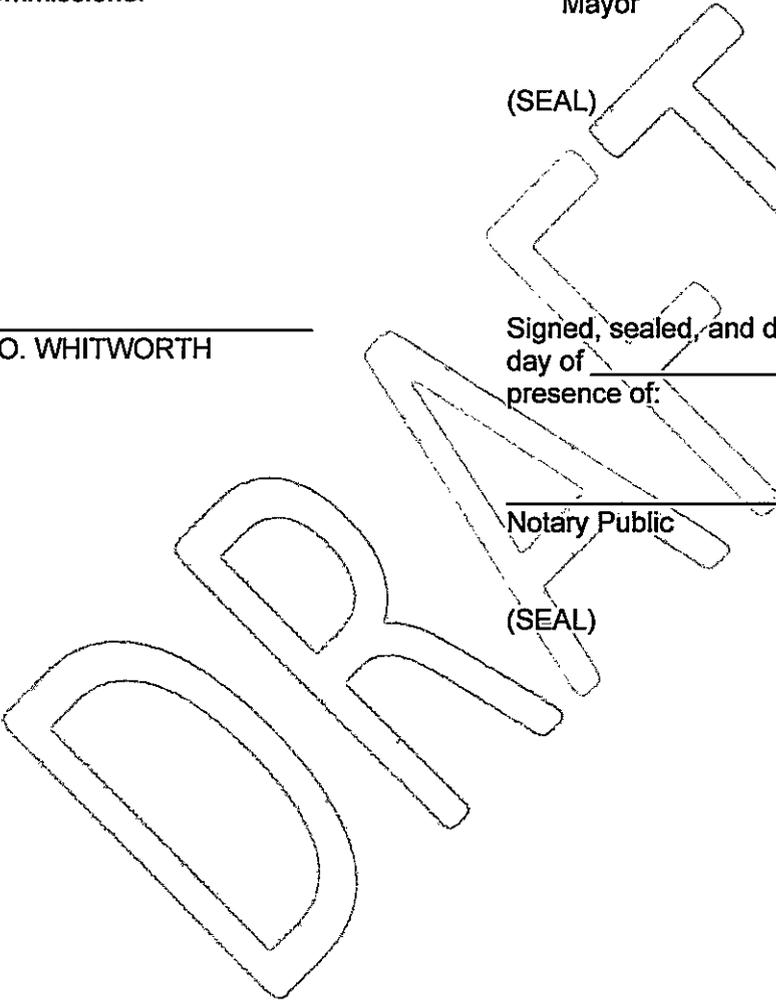
ATTEST:

ANGELA O. WHITWORTH
Treasurer

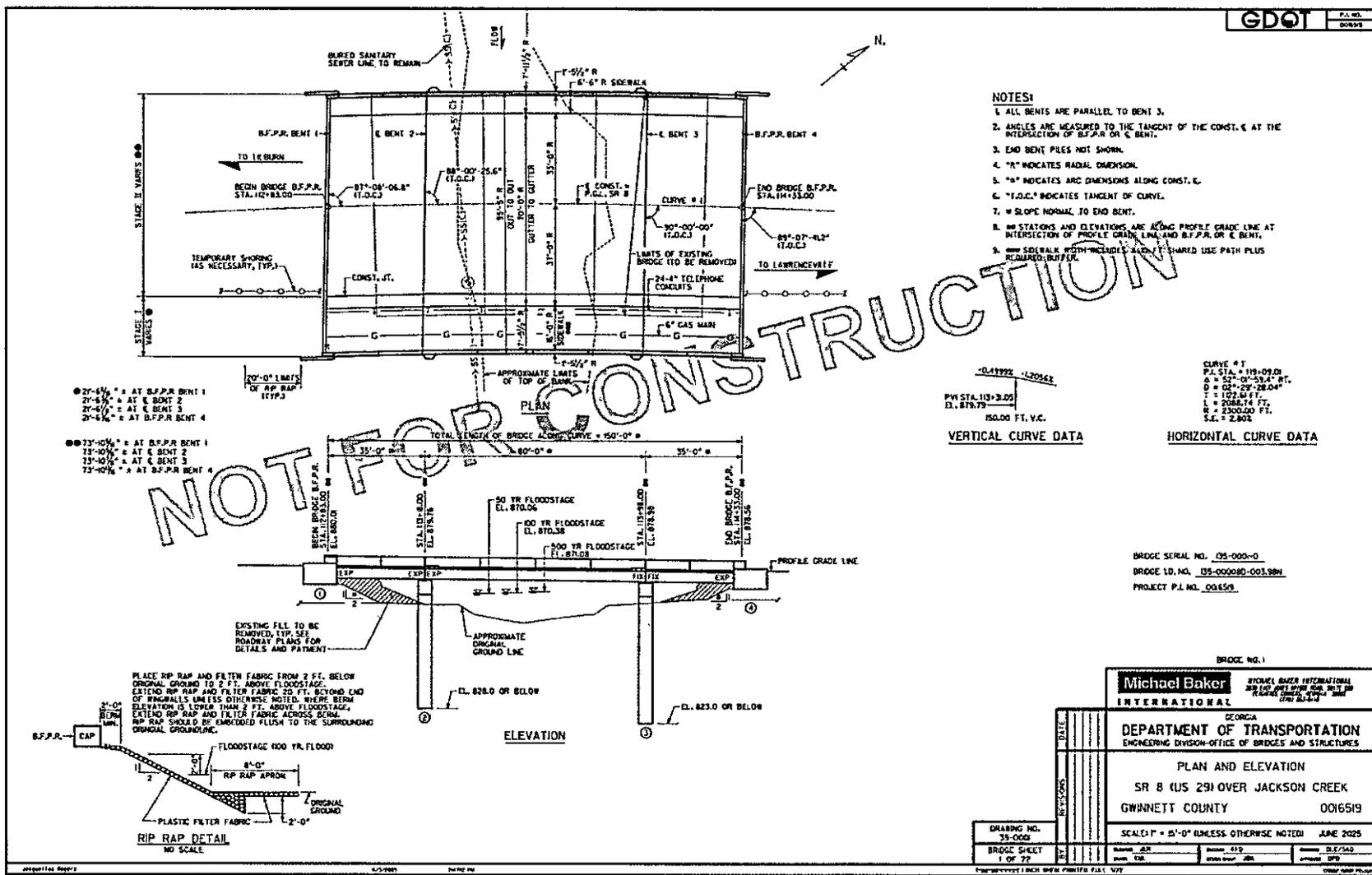
Signed, sealed, and delivered this _____
day of _____ 2025, in the
presence of:

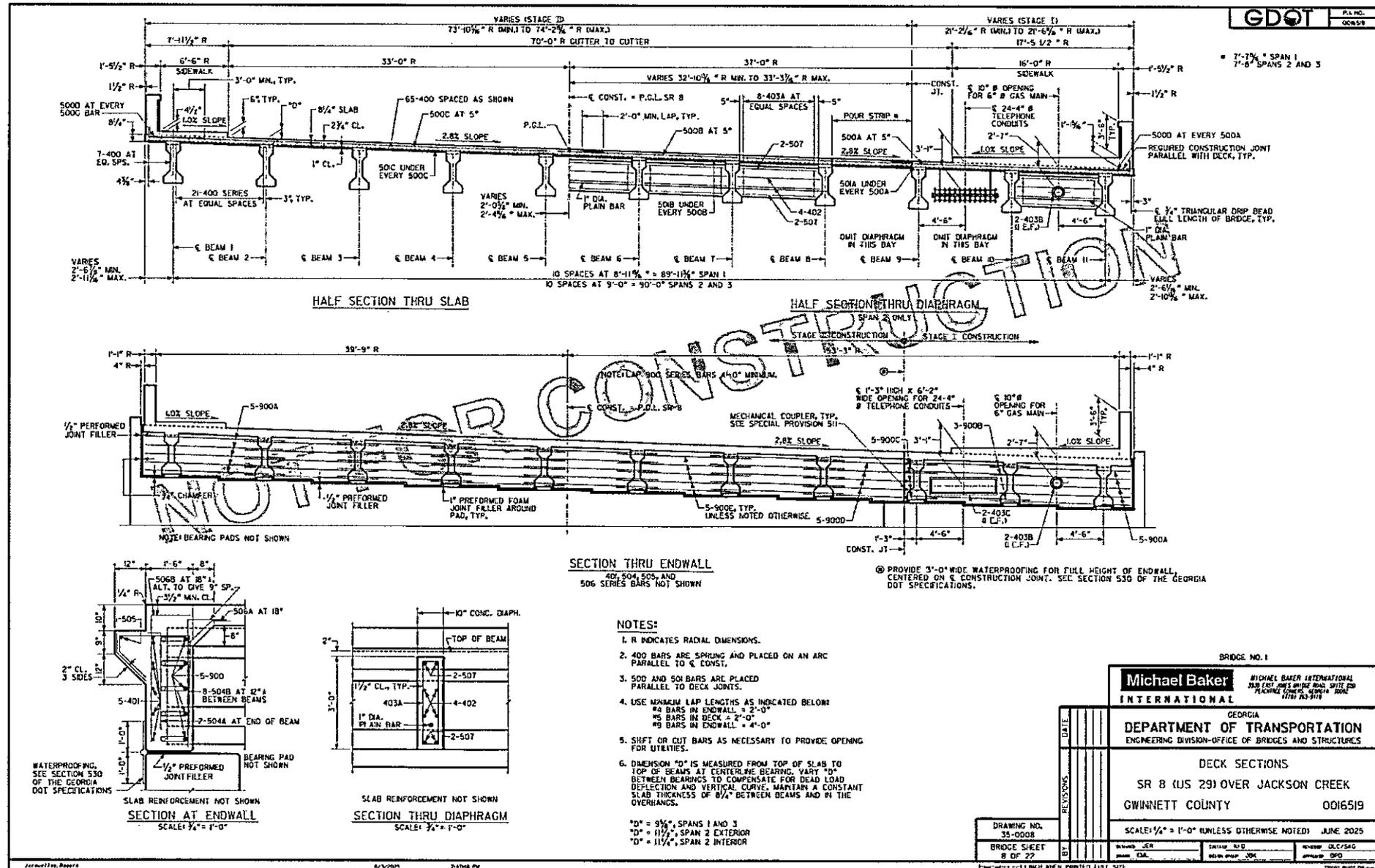
Notary Public

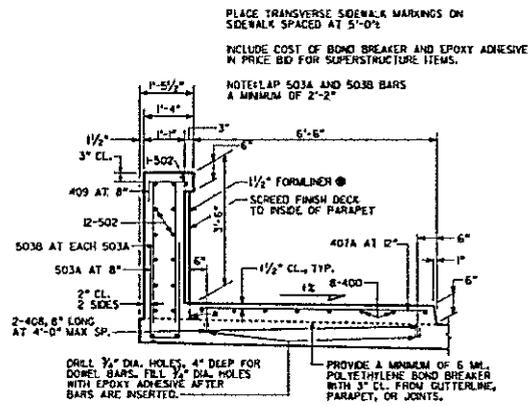
(SEAL)



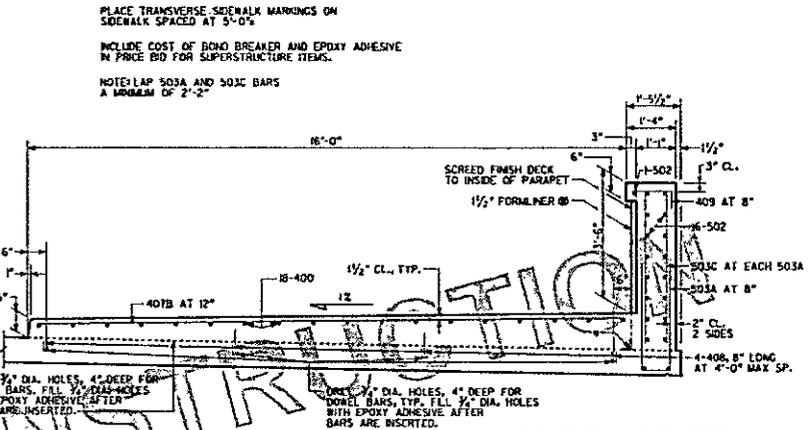
**EXHIBIT A
MODIFICATIONS
P.I. 0016519, Gwinnett County
SR 8 @ JACKSON CREEK IN LILBURN**



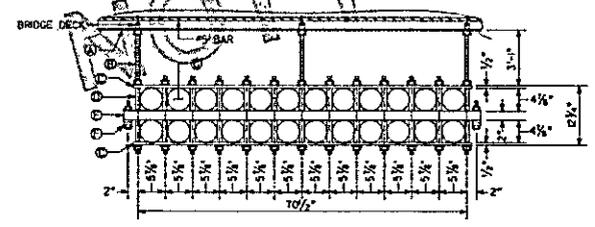




LEFT SIDEWALK AND PARAPET DETAILS



RIGHT SIDEWALK AND PARAPET DETAILS



- Ⓐ 3/4\"/>

DETAIL OF HANGER FOR TELEPHONE CONDUIT
NOTE: PLACE HANGER ATTACHMENTS AT INTERVALS OF 10\"/>

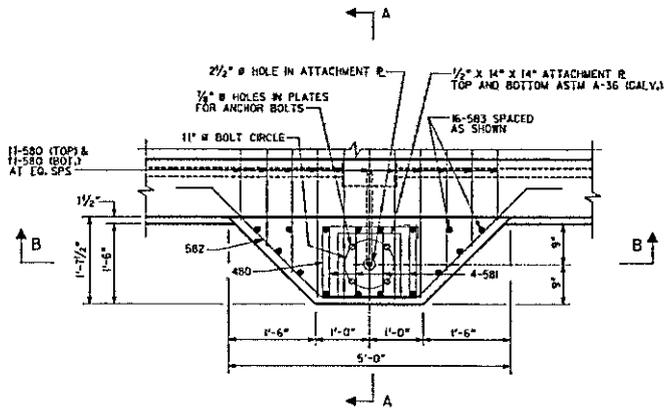
CONCRETE FINISH NOTES:

1. FORMED CONCRETE PATTERN SHALL BE CUSTOMROCK PATTERN #2021 RUNNING BOND USED BRICK KEYS OR EQUAL FORMLINER PATTERN WITH SIMILAR FINISH AS APPROVED BY THE ENGINEER. MAXIMUM RELIEF DEPTH OF FORMLINER SHALL BE 1/8\"/>
2. BRICK FORMLINER CONCRETE COLOR SHALL ACHIEVE COLOR VARIATIONS PRESENT IN BRICK, AS SPECIFIED IN THE SPECIAL PROVISION 939.
PAYMENT FOR FURNISHING MATERIALS AND LABOR TO STAIN OR USING FORMLINERS TO CONSTRUCT THE BRICK SHALL BE INCLUDED IN THE BID PRICE FOR LUMP - SUPERSTR CONCRETE.
3. FORMED CONCRETE COLORING SHALL BE ACHIEVED BY STAIN APPLICATION TO BE APPROVED BY THE ENGINEER.
4. RELEASE AGENTS SHALL BE PER FORMLINER MANUFACTURER RECOMMENDATION. RELEASE AGENTS SHALL BE COMPATIBLE WITH CONCRETE CURING/STAINING METHODS AND EXHIBIT NO ADVERSE EFFECTS TO THE CONCRETE SURFACE.
5. MOCK-UP UNITS - ONE 10 LINEAR FT. MOCK-UP UNIT OF THE PARAPET SHALL BE CONSTRUCTED WITH THE CONCRETE SURFACE FORMED AND STAINED PER THE ABOVE FINISH NOTES. MOCK-UPS SHALL DEMONSTRATE PROPOSED FINAL APPEARANCE, BOTH TEXTURE AND COLOR OF THE SURFACES. THE CONTRACTOR SHALL MAKE MODIFICATIONS IN COLOR STAIN APPLICATION TECHNIQUE OR FORMLINER PROCESS AS REQUIRED BY THE ENGINEER. MOCK-UP UNIT FINISHES SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION OF THE ACTUAL PARAPET. COST OF CONSTRUCTING, FINISHING, AND DISPOSING OF MOCK-UPS SHALL BE INCLUDED IN THE COST OF THE SUPERSTRUCTURE CONCRETE. APPROVED MOCK-UP UNIT WILL BE A STANDARD BY WHICH REMAINING WORK WILL BE ACCEPTED.

BRIDGE NO. 1

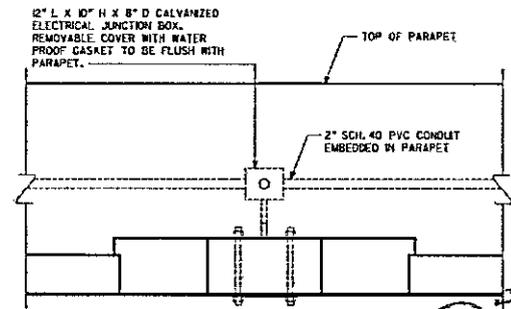
Michael Baker INTERNATIONAL		MICHAEL BAKER INTERNATIONAL 3030 EAST JONES BRIDGE ROAD, SUITE 200 ROCKDALE, GEORGIA 30158 4781-81-4144	
GEORGIA DEPARTMENT OF TRANSPORTATION ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES			
MISCELLANEOUS SUPERSTRUCTURE DETAILS SR 8 (US 29) OVER JACKSON CREEK GWINNETT COUNTY 0016519			
SCALE: 3/4\"/>			
JUNE 2025			

DRAWING NO. 35-001	BRIDGE SHEET 11 OF 22	DATE JUN 25 2025	DESIGNED BY JUN	CHECKED BY JUN	APPROVED BY DPD
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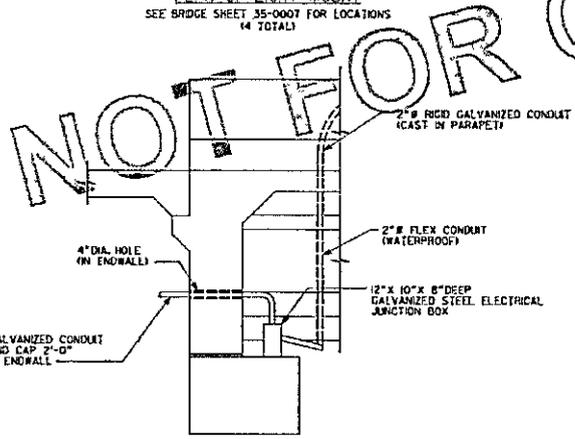
NOTE: CONTRACTOR SHALL FURNISH AND INSTALL AN APPROVED VIBRATION DAMPER ON THE LIGHTING STANDARD AND SHALL MOUNT THE LIGHTING STANDARD ON AN APPROVED NEOPRENE PAD WHICH SHALL BE MOUNTED UNDERNEATH THE TOP ATTACHMENT PLATE.

PLAN OF LIGHT MOUNT
SEE BRIDGE SHEET 35-0007 FOR LOCATIONS (4 TOTAL)

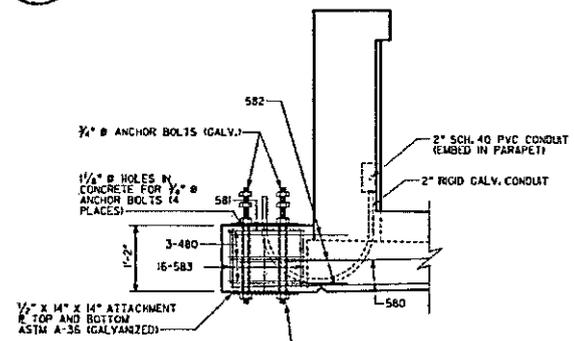


SECTION B-B

- NOTES:
1. LIGHTING CONDUIT SHALL BE FURNISHED AND INSTALLED BY THE LIGHTING CONTRACTOR, CONDUIT EXPANSION JOINT SHALL BE PROVIDED AT EACH BRIDGE EXPANSION JOINT.
 2. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE INSTALLATION OF PARAPET. ALL EMBEDDED CONDUIT, EXCEPT AT PARAPET JOINTS, SHALL HAVE 2" MINIMUM COVER.
 3. ANCHOR BOLTS, NUTS AND ATTACHMENT PLATES SHALL BE FURNISHED AND INSTALLED BY THE LIGHTING CONTRACTOR. SEE LIGHTING PLANS FOR PAYMENT OF LIGHTING HARDWARE, QUANTITIES AND ADDITIONAL DETAILS.

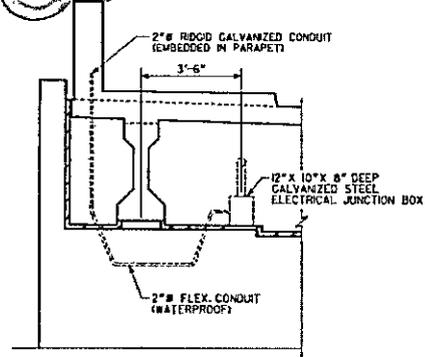


TYPICAL DETAIL FOR PLACEMENT OF JUNCTION BOX UNDERNEATH BRIDGE



SECTION A-A
LEFT SIDE SHOWN, RIGHT SIDE SIMILAR

ANCHOR BOLTS (CALVANIZED) PROVIDE SUFFICIENT PROTRUSION FOR LEVELING & TIC DOWN NUTS, MATERIAL PER ASTM A-576 GRADES 1025-1055 (MINIMUM YIELD EQUALS 50,000 PSI)



SECTION AT ENDWALL
LEFT SIDE SHOWN, RIGHT SIDE SIMILAR

NOT FOR CONSTRUCTION

BRIDGE NO. 1

Michael Baker INTERNATIONAL
MICHAEL BAKER INTERNATIONAL
3700 EAST JONES BRIDGE ROAD, SUITE 210
ROSWELL, GEORGIA 30076
(770) 253-9111

GEORGIA
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION-OFFICE OF BRIDGES AND STRUCTURES

LIGHTING DETAILS
SR 8 (US 29) OVER JACKSON CREEK
GWINNETT COUNTY 0016519

SCALE: NONE JUNE 2025

DRAWING NO. 35-0002	BY	DESIGNED	CHECKED	APPROVED
BRIDGE SHEET 12 OF 22	DATE	REVISIONS	REVISION	DATE

Photometric Summary							
LUMEC L81-48W16LED3K-G3-LE4							
(4178 LUMENS, 54 W, 4000K)							
Label	CalcType	Units	Avg Illuminance (fc)	Max Illuminance (fc)	Min Illuminance (fc)	EAvg/EMin	EMax/EMin
North Sidewalk	Illuminance	Fc	1.42	2.30	0.50	2.84	4.60
North Sidewalk Vertical	Illuminance	Fc	1.49	3.40	0.20	7.45	17.00
South Trail	Illuminance	Fc	1.29	2.30	0.40	3.23	5.75
South Trail Vertical	Illuminance	Fc	1.32	3.00	0.20	6.60	15.00

LEGEND:
 PROPOSED DECORATIVE POLE, 14' MOUNTING HEIGHT, 1.5' DECORATIVE ARM.
 LUMINAIRES SHOULD BE
 - LUMEC: L81-48W16LED3K-G3-LE4

LIGHTING DESIGN CRITERIA:
 IES RP-8-22 RECOMMENDATIONS:
 -CLASSIFICATION OF SIDEWALKS: HIGH PEDESTRIAN ACTIVITY
 ILLUMINANCE: 0.9 FC AVG HORIZ, 0.5 AVG VERT, 5:1 AVG/MIN



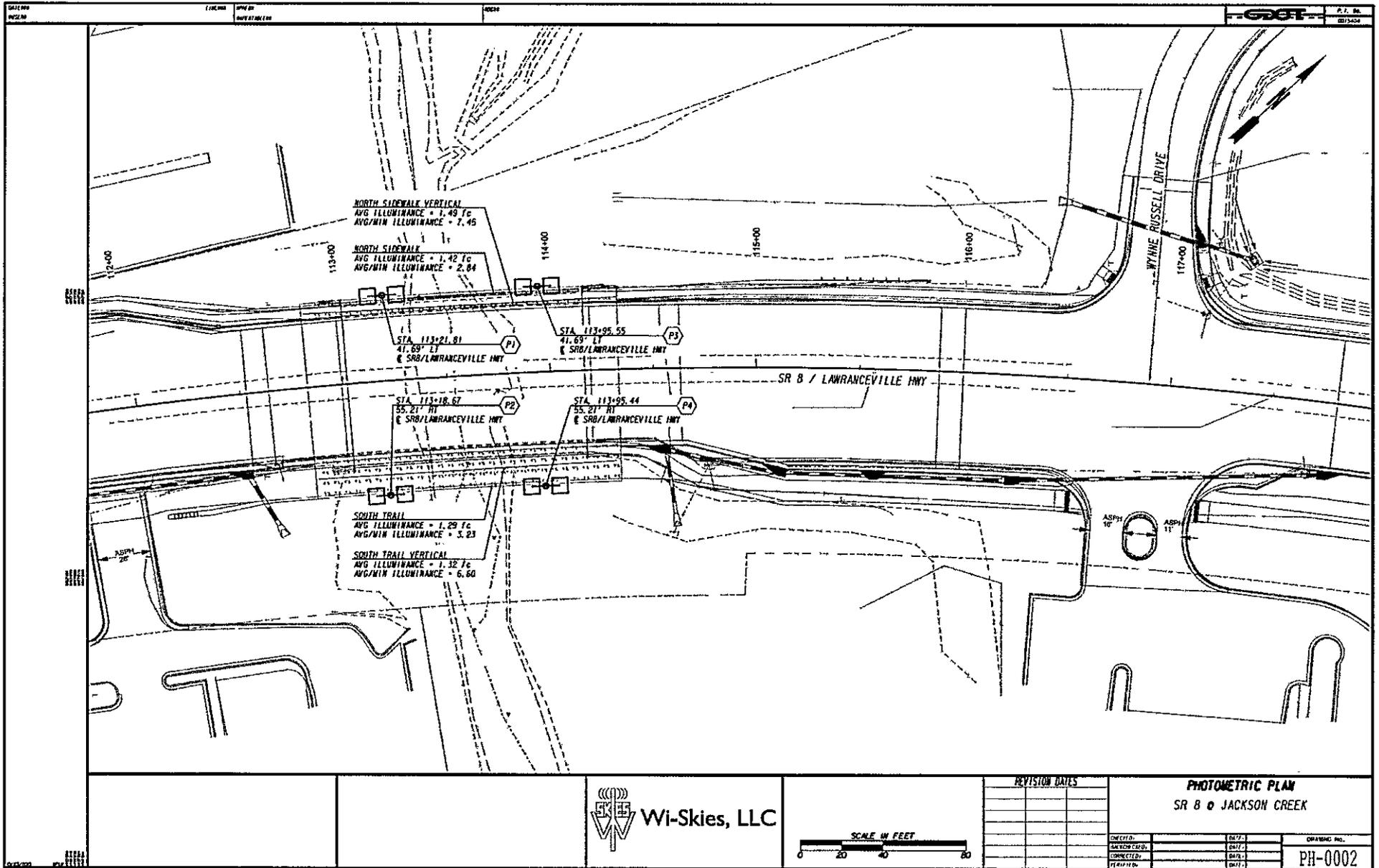
NOT TO SCALE

REVISION DATES	

PHOTOMETRIC SUMMARY
 SR 8 @ JACKSON CREEK

DATE	BY	DESCRIPTION

PH-0001



RIGHT OF WAY MAINTENANCE AGREEMENT

by and between the

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

CITY OF LILBURN

for

PROJECT ID #0016519

SR 8 @ JACKSON CREEK IN LILBURN

THIS AGREEMENT is made and entered into on [REDACTED] (“Effective Date”) by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter referred to as the “**DEPARTMENT**” or “**GDOT**”, and **CITY OF LILBURN**, hereinafter referred to as **LOCAL GOVERNMENT** (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership with the **LOCAL GOVERNMENT** to perform certain services relating to maintenance within the **DEPARTMENT’s** right-of-way, such work hereinafter referred to as the “**MAINTENANCE WORK**”, the specific activities for which are set forth in **Exhibit A, DETAILED MAINTENANCE WORK PLAN**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **MAINTENANCE WORK**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to perform or cause to be performed the **MAINTENANCE WORK** and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I

SCOPE OF MAINTENANCE WORK

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **MAINTENANCE WORK** consisting of certain services related to maintaining that portion of the **DEPARTMENT’s** right-of-way on state route 8 at JACKSON CREEK IN LILBURN (“**MAINTENANCE WORK AREA**”). This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT’s** right-of-way in general nor to the **MAINTENANCE WORK AREA** specifically, except the right to conduct the **MAINTENANCE**

WORK set forth in the **DETAILED MAINTENANCE WORK PLAN (Exhibit A)** and in accordance with the terms and conditions of this Agreement.

The duties and responsibilities of the **LOCAL GOVERNMENT** for the **MAINTENANCE WORK** are set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants the **LOCAL GOVERNMENT** the right to maintain the **MAINTENANCE WORK AREA**, which is located in Gwinnett County, as may be more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the applicable standards for all **MAINTENANCE WORK** activities. Equipment or materials utilized for the **MAINTENANCE WORK** must be moved on or across a traveled right-of-way in a manner so as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that the **MAINTENANCE WORK** be performed by a third party on its behalf, the **LOCAL GOVERNMENT** and the third party shall enter into a separate agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for the **MAINTENANCE WORK**, or portions thereof, rendered in accordance with **Exhibit A**. The agreement between the **LOCAL GOVERNMENT** and any third party, shall meet all operational and administrative requirements, including the provision of liability insurance, as set forth in this Agreement. All liability associated with the **MAINTENANCE WORK** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any component of the **MAINTENANCE WORK**, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the **MAINTENANCE WORK AREA**, the **LOCAL GOVERNMENT** understands and agrees that, prior to performance of the **MAINTENANCE WORK**, it shall notify the appropriate **DEPARTMENT** district office in which the **MAINTENANCE WORK AREA** is located and obtain a traffic interruption report form, which it must complete and submit to TrafficInterruptionReports@dot.ga.gov for the **DEPARTMENT**'s approval, or as otherwise instructed by the **DEPARTMENT** district office.

ARTICLE II

EXECUTION OF AGREEMENT AND AUTHORIZATION

TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin the **MAINTENANCE WORK** either (i) immediately after receiving an executed copy of the Agreement or (ii) upon completion of the construction project, PI 0016519, unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ARTICLE III

SUBSTANTIAL CHANGES

If any Party desires to alter the scope, character or complexity of the **MAINTENANCE WORK**, a supplemental agreement shall first be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the **MAINTENANCE WORK** authorized by the **DEPARTMENT**

pursuant to this Agreement. Minor changes in the **MAINTENANCE WORK** which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the **MAINTENANCE WORK** may be made by written notification of such change by any Party with prior written approval by the other Party.

**ARTICLE IV
ASSIGNMENT**

It is understood by the **LOCAL GOVERNMENT** that the **MAINTENANCE WORK**, or any component thereof, is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the **DEPARTMENT**.

**ARTICLE VI
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured.

OR

shall obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

Prior to beginning the **MAINTENANCE WORK**, a copy of the certificate(s) of insurance and endorsement page(s) in at least the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement shall be furnished to the **DEPARTMENT**.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and licensed and registered to do business in the State of Georgia:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure to procure and maintain the insurance coverages as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this

Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of **DEPARTMENT** as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions, if applicable.
4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all **MAINTENANCE WORK** at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **MAINTENANCE WORK** beyond that which would normally occur in the ordinary course of the **DEPARTMENT**'s maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT**'s inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this Agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to **DEPARTMENT** review and approval.

ARTICLE VIII RESPONSIBILITY FOR CLAIMS AND LIABILITY LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of the **MAINTENANCE WORK**

under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right-of-way, and for any damage to the **DEPARTMENT's** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any component of the **MAINTENANCE WORK**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days prior written notice of its intent to terminate, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **MAINTENANCE WORK** under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the **MAINTENANCE WORK** as set forth in **Exhibit A**, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items "a", "b", "c", and "d" above, as applicable, and then terminate the Agreement.

**ARTICLE X
COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

**ARTICLE XI
MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements

and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

DRAFT

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

(Seal)

Name and Title: _____

ATTEST:

Name and Title: _____

EXHIBIT A
DETAILED MAINTENANCE WORK PLAN

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Installed Non-standard Fencing/Site Furnishings/Murals/Signs/Walls

- Repair and/or replace damaged components.
- Replace or install a temporary construction work fence immediately if the damage involves a safety issue.
- City of Lilburn is responsible for all maintenance of non-standard fencing/site furnishings/murals/signs

DRAFT

INTERGOVERNMENTAL LIGHTING AGREEMENT

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

CITY OF LILBURN

THIS AGREEMENT is made and entered into this 02 day of July, 2025 ("Effective Date") by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the **CITY OF LILBURN, GEORGIA** acting by and through its City Council, hereinafter called the **CITY** (the **DEPARTMENT** and the **CITY** are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the **CITY** has represented to the **DEPARTMENT** a desire to obtain roadway lighting as part of the **SR 8 @ JACKSON CREEK IN LILBURN** project, said lighting to be installed under P.I. No. 0016519, Gwinnett County;

WHEREAS, the **CITY** has represented to the **DEPARTMENT** a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the **DEPARTMENT** has relied upon such representation; and

WHEREAS, the **CITY** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **CITY**.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and the **CITY** hereby agree each with the other as follows:

ARTICLE I
INSTALLATION

The **CITY** or its assigns shall cause the installation of all materials and equipment necessary for roadway lighting as part of the **SR 8 @ JACKSON CREEK IN LILBURN** project, said lighting to be installed under P.I. No. 0016519, Gwinnett County as shown on Attachment "A" attached hereto and made a part hereof.

ARTICLE II
CITY'S RESPONSIBILITIES

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **CITY** shall assume full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The **CITY** further agrees to provide and pay for all the energy required for the operation of said lighting system.

2. The **CITY**, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. It is understood by the **CITY** that the **DEPARTMENT** has relied upon the **CITY'S** representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the **CITY** elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the **CITY** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **CITY** elects to de-energize or fails to properly maintain any individual unit within the lighting system, the **CITY** shall reimburse the **DEPARTMENT** for the replacement cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **CITY** with a statement of material and/or replacement costs upon completion of the installation.

ARTICLE III TERM OF AGREEMENT

This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the **CITY**.

ARTICLE IV RIGHT OF ENTRY

1. The **CITY** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **Article I** and **ARTICLE II, PARAGRAPH 1**, of this Agreement.

2. The **DEPARTMENT** will be permitted to access the lightening system and/or an individual unit within the lighting system, if said access is needed to maintain or repair said lighting system or an individual unit within the lighting system, pursuant to **ARTICLE II, PARAGRAPH 3**, of this Agreement.

ARTICLE V
INDEMNIFICATION

To the extent allowed by law, the **CITY** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **CITY'S** access to **DEPARTMENT'S** Right of Way.

ARTICLE VI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or

implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

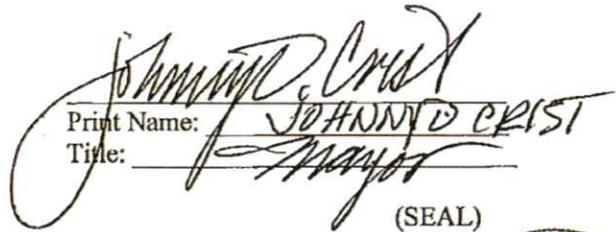
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**GEORGIA DEPARTMENT
OF TRANSPORTATION**


Commissioner

(SEAL)

CITY OF LILBURN


Print Name: JOHNNY D CRIST
Title: Mayor

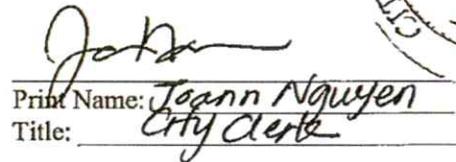
(SEAL)

ATTEST:

Treasurer



ATTEST:


Print Name: Joann Nguyen
Title: City Clerk



Attachment "A"



Project Location Map

**SR 8 @ JACKSON CREEK IN LILBURN
Gwinnett County
P.I. No. 0016519**

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

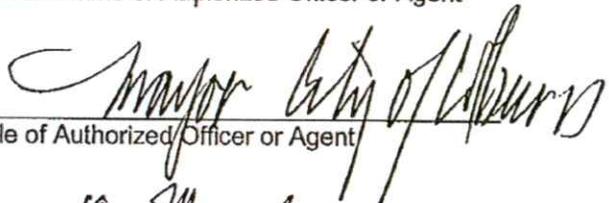
As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.



Signature of Authorized Officer or Agent

JOHNNY D. CRIST

Printed Name of Authorized Officer or Agent



Title of Authorized Officer or Agent

18 May, 2025

Date