

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
DATED NOVEMBER 19, 2019 BETWEEN
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY AND CITY OF LAWRENCEVILLE

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

COUNTY OF GWINNETT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (hereinafter, the “**FIRST AMENDMENT**”), is made and entered into on the ____ day of _____, 2021, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Gwinnett"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority, (hereinafter referred to as the “WSA”), and the CITY OF LAWRENCEVILLE, GEORGIA, a political subdivision and municipal corporation of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Lawrenceville"). Gwinnett and the WSA are collectively, “Gwinnett”. Gwinnett, the WSA and Lawrenceville are collectively, the “Parties”.

RECITALS

WHEREAS, the parties entered into an agreement on November 19, 2019 (the “Original Agreement”) to partner on the installation of select sanitary sewer mains along Phillips Street and Sims Street as part of the City’s stormwater improvement project in the same vicinity (hereinafter, the “Project”); and

WHEREAS, as part of the Project, the City also originally planned to construct improvements to certain water infrastructure (hereinafter, the “Water Facilities”), which at the time of said agreement was owned by the City as part of the Lawrenceville water distribution system; and

WHEREAS, the Parties entered into a separate intergovernmental agreement on September 3, 2020 for Gwinnett to purchase the Lawrenceville water distribution system, and Gwinnett officially took ownership of system on December 1, 2020; and

WHEREAS, the timing of the Project is such that Gwinnett will own the Lawrenceville water distribution system, including the Water Facilities, at the time of bid and construction of the Project;

WHEREAS, the Parties wish to work in good faith to partner on the replacement and construction of improvements to the Water Facilities (hereinafter, the “Gwinnett Water Improvements”) to avoid future disruption to the area; and

WHEREAS, the Parties wish to enter into this First Amendment for the purpose of amending certain provisions of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among Gwinnett, the WSA and Lawrenceville as follows:

1. Defined Terms and Modifications.

- a) Capitalized terms used but not defined in this First Amendment will be given the meanings established in the Original Agreement.
- b) The meaning of the term “Combined Project” as set forth in the Original Agreement is hereby amended by further incorporating the Gwinnett Water Improvements into said project, such that the term “Combined Project” shall refer to the project resulting from the incorporation of the Gwinnett Sewer Improvements and Gwinnett Water Improvements into the Stormwater Project.
- c) The terms “Gwinnett Sewer Standards” and “Gwinnett Water Standards” shall both refer to the “Gwinnett County Department of Water Resources Water Main and Sanitary Sewer Design and Construction Standards and Specifications” dated April 5, 2016.

**2. Modifications to Section 2 of the Original Agreement
(Obligations of the City of Lawrenceville).**

Section 2 of the Original Agreement, “Obligations of the City of Lawrenceville,” is hereby amended as follows:

- a) Paragraph (a) of Section 2 is amended by adding the following provisions thereto:

Lawrenceville shall obtain the services of a professional engineer to prepare revisions to the design, construction drawings, and specifications for the Gwinnett Water Improvements so that same conform to the “Gwinnett Water Standards.” The design

and construction of the Gwinnett Water Improvements shall comply with the Gwinnett Water Standards. .

- b) Paragraph (b) of Section 2 is amended by adding the following provision thereto:

Lawrenceville shall submit the final design of the Gwinnett Water Improvements to Gwinnett for review and approval prior to advertising for construction.

- c) Paragraph (c) of Section 2 is amended by replacing the current provisions with the following:

In accordance with its rules and regulations, Lawrenceville shall advertise for bid, award construction contracts to a contractor, and administer the contracts for the implementation of the Combined Project, including the Gwinnett Sewer Improvements and the Gwinnett Water Improvements.

- d) Paragraph (d) of Section 2 is amended by adding the following provision thereto:

Lawrenceville shall insure that the contractor performing construction of the Gwinnett Water Improvements is on the current Gwinnett County pre-qualified contractors list for water mains.

- e) Paragraph (e) of Section 2 is amended by adding the following provision thereto:

Lawrenceville shall insure that the bid for construction of the Combined Project shall include a separate bid schedule for construction of the Gwinnett Water Improvements.

**3. Modifications to Section 3 of the Original Agreement
(Obligations of Gwinnett County).**

Section 3 of the Original Agreement, “Obligations of Gwinnett County,” is hereby amended as follows:

- a) Paragraph (a) of Section 3 is amended by adding the following provisions thereto:

Within 30 days of award of the construction contract(s) for the Combined Project, Gwinnett shall pay to Lawrenceville One Hundred Percent (100%) of the construction bid price for the Gwinnett Water Improvements and appurtenances, as set out in the bid schedule created pursuant to Paragraph 2 (e), above.

- b) Paragraph (b) of Section 3 is amended by adding the following provisions thereto:

Gwinnett shall be responsible for any related change order(s) associated with the Gwinnett Water Improvements.

- c) Paragraph (d) of Section 3 is amended by adding the following provisions thereto:

Gwinnett shall provide inspection services for the Water Facilities owned by Gwinnett during construction.

- d) Paragraph (e) of Section 3 is amended by adding the following provisions thereto:

Gwinnett reserves the right to review and to reject all bids for construction of the Gwinnett Water Improvements.

- e) Paragraph (f) of Section 3 is amended by replacing the current provisions with the following:

Gwinnett shall obtain any necessary temporary and permanent easements for the implementation of the Gwinnett Sewer and Water Improvements.

- f) Paragraph (g) of Section 3 is amended by replacing the current provisions with the following:

Gwinnett shall be responsible for all operation, maintenance and repair of the Gwinnett Sewer Improvements and the Gwinnett Water Improvements owned by Gwinnett and constructed as part of the Combined Project once construction has been completed and approved by Gwinnett, except as covered under the warranty set forth in the subject construction contract.

4. Original Agreement.

Except as expressly stated herein, the other terms and provisions of the Original Agreement shall remain unchanged. In the event of conflict, the terms and conditions of the First Amendment will govern over any conflicting terms and conditions in the Original Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this First Amendment to be executed in multiple counterparts, each to be considered as an original, by their authorized representative the day and year first above written.

[SIGNATURES PAGES FOLLOW]

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David Still, Mayor

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

City Clerk
(City Seal)

APPROVED AS TO FORM:

City Attorney

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

County Clerk
(County Seal)

APPROVED AS TO FORM:

County Attorney

**GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY**

By: _____,
Chairman

ATTEST:

, Secretary

Signed, sealed and delivered in the presence of:

NOTARY:

Unofficial witness

[Notarial seal]

Approved as to Form:

Attorney