

STATE OF GEORGIA,
COUNTY OF SPALDING.

**ADDENDUM TO THAT CERTAIN
AGREEMENT BETWEEN THE CITY OF GRIFFIN & COUNTY OF
SPALDING FOR
NORTH HILL STREET CORRIDOR TRANSPORTATION PROJECTS,
INTERSECTION NO. 2**

THIS AGREEMENT modifies and amends that certain AGREEMENT, dated December 13, 2011, by and between the CITY OF GRIFFIN, a municipal corporation (hereinafter the "City") and COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereinafter the "County") as pertains to that certain capital transportation project, known as North Hill Street Corridor Transportation Projects, Intersection No. 2, being the intersection of N. Hill Street & Northside Drive/ N. Hill Street & Tuskegee Avenue (hereinafter the "project").

WHEREAS, in the original Agreement the parties agreed to jointly implement the project equally sharing the cost to design and engineer planned improvements. A contract was awarded to Falcon Design, of McDonough, Georgia, who has produced final design and construction plans and specifications, dated October 31, 2014;

WHEREAS, the parties, having found said plans and specifications to be mutually agreeable to carry out the project, now desire to acquire required interests in real property and to let a contract to build and construct the project as a "joint project" of the City and County, with the City serving as lead agent for purposes of project administration;

IT IS NOW, THEREFORE, AGREED that the Agreement, dated December 13, 2011, be modified and amended to cause the project to proceed, with the City acting for itself and as lead agent for the County, on the same terms as described in said Agreement. The County and City hereby obligate themselves to each acquire the interests in real property, as shown on the plans, within their respective jurisdiction, needed to construct the project. Right-of-way and easement acquisitions shall be complete by December 31, 2015, time being of the essence. The parties agree to each retain Steve Manley, Manley Acquisition Services, Inc., as their agent for land acquisition for this project.

Once all land interests have been acquired, the City shall solicit competitive bids for the project and let, to the lowest responsive and responsible bidder, a public works contract to a contractor capable of constructing the project, as designed, in substantial conformance to project plans and specifications. Following award of the bid, the parties shall agree to a project budget with each party responsible for one-half (50%) of the final cost thereof. The County shall remit funds to the City, as requested in writing, within 15 days following a request, up to the one-half of budgeted project cost.

Following completion and acceptance of the project, future maintenance will either be shared based upon prior written consent of the parties, or performed based upon the then-existing boundary between the City and unincorporated County.

This writing modifies the original Agreement and supercedes any previous negotiations, discussions, and understandings between the parties, if any, pertaining to completion of the joint project.

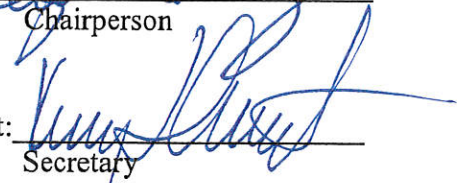
EXECUTED, under hand and seal of the parties, by their duly authorized representatives, the day and year first above written.

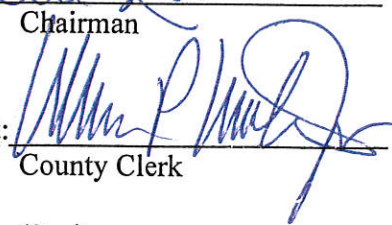
CITY OF GRIFFIN (Seal)

COUNTY OF SPALDING (Seal)

By: 
Chairperson

By: 
Chairman

Attest: 
Secretary

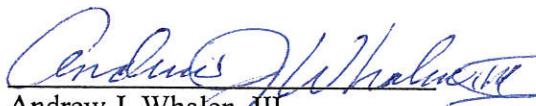
Attest: 
County Clerk

(Seal)

(Seal)

Approved as to form:

Approved as to form:


Andrew J. Whalen, III
City Attorney


James R. Fortune, Jr.
County Attorney