



SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into as of _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the **LOWNDES COUNTY, GEORGIA**, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT heretofore on April 28, 2022, entered into an Agreement, hereinafter called the "Original Contract", for the purpose of having the LOCAL GOVERNMENT provide all or part of the Construction, Maintenance, and Operation of the following projects:

1) Coleman Road NW Paving and Drainage Improvements, SGRC-118, P.I. 0016279 hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS, the parties wish to amend said Agreement Amount due to a need for changing the funding of the PROJECTS; and

WHEREAS the DEPARTMENT and the LOCAL GOVERNMENT agree that the changes may be accomplished within the term of the original contract.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated April 28, 2022, is hereby modified as follows:

1. The items numbered 1) through 8) following the second paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT are deleted in their entirety and the following is inserted in lieu thereof:

**"1) Coleman Road NW Paving and Drainage Improvements, P.I. 0016279:
THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS
(\$3,600,000.00)"**

2. All terms and conditions of the Original Contract, dated April 28, 2022, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 1.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.