

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD DESIGN AND RESURFACING AGREEMENT

This Agreement entered into this ____ day of _____, 2023, by and between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“PEACHTREE CITY”), the CITY OF FAYETTEVILLE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“FAYETTEVILLE”), the TOWN OF TYRONE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“TYRONE”), and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (“FAYETTE COUNTY”), to provide for certain road design and resurfacing within the corporate limits of PEACHTREE CITY, FAYETTEVILLE, TYRONE, and unincorporated FAYETTE COUNTY, sometimes collectively referred to as the “LOCAL GOVERNMENTS” (the “AGREEMENT”).

W I T N E S S E T H:

WHEREAS, local roads are an essential part of a community’s infrastructure system providing access to both local properties and regional thoroughfares; and

WHEREAS, the cost to maintain local roads is a significant burden to local governments; and

WHEREAS, State and Federal grant programs for infrastructure maintenance are available and are more successfully obtained by those localities wherein cooperation among the

local governments and agencies can be found; and

WHEREAS, FAYETTE COUNTY has applied for, and has been awarded, funding for Resurfacing Project FA-1006 through the Surface Transportation Block Grant Program by the Atlanta Regional Commission (“ARC”) and the Georgia Department of Transportation (“GDOT”) for 12.68 centerline miles of roads (the “PROJECT”); and

WHEREAS, the LOCAL GOVERNMENTS have each selected roads to include in the PROJECT based on GDOT Functional Classification and pavement evaluations; and

WHEREAS, preconstruction engineering (“PE”) funding for the PROJECT was authorized in Fiscal Year 2021; and

WHEREAS, construction (“CST”) funding for the PROJECT is anticipated in Fiscal Year 2024 or beyond; and

WHEREAS, the LOCAL GOVERNMENTS have established the scope of work and associated PE and CST cost estimates for the PROJECT; and

WHEREAS, the LOCAL GOVERNMENTS shall pay twenty percent (20%) of PE and CST, and one hundred percent (100%) of all costs not covered by Federal Aid; and

WHEREAS, FAYETTE COUNTY shall procure consultants and contractors in accordance with GDOT’s Plan Development Process for the PE and CST phases; and

WHEREAS, no right-of-way acquisition nor utility relocation is required for the PROJECT; and

WHEREAS, FAYETTE COUNTY is the sponsor for the PROJECT and the PROJECT shall be locally let by FAYETTE COUNTY for CST.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the LOCAL GOVERNMENTS, the LOCAL GOVERNMENTS do hereby agree as follows:

1.

DISTRIBUTION OF COSTS

A. PE SERVICES.

FAYETTE COUNTY shall seek Federal Aid for work associated with PE. The estimated costs for PE services are provided in Exhibit "A" attached hereto, and by this reference incorporated herein. The actual costs for PE services common to all roads that are to be addressed under the terms of this AGREEMENT ("PROJECT ROADS") as named in Exhibit "A," shall be determined by allocating the pro-rata share of these costs based upon the number of centerline miles of PROJECT ROADS located within the LOCAL GOVERNMENTS. LOCAL GOVERNMENTS shall be one hundred percent (100%) responsible for PE services expended for a PROJECT ROAD within its respective boundaries beyond that covered by Federal Aid.

B. CONSTRUCTION ENGINEERING AND INSPECTION ("CEI") SERVICES.

FAYETTE COUNTY shall seek Federal Aid for CEI services. The estimated costs for CEI services are provided in Exhibit "A." The actual costs for CEI services will be tracked and invoiced on a per-PROJECT ROAD basis. LOCAL GOVERNMENTS shall be one hundred percent (100%) responsible for CEI services expended for a PROJECT ROAD within its respective boundaries beyond that covered by Federal Aid.

C. STATE OVERSIGHT SERVICES.

GDOT may require reimbursement for the costs associated with State oversight during CST as shown in Exhibit "A." Should such reimbursement be necessary, the actual fees expended by the LOCAL GOVERNMENTS to cover these costs shall be determined by allocating the pro-rata share

of these costs based upon the number of centerline miles of PROJECT ROADS located within the LOCAL GOVERNMENTS.

D. CST COSTS.

- i. Federal Aid shall be used to fund up to eighty percent (80%) of the CST of the PROJECT ROADS. The remaining cost of the PROJECT ROADS, twenty percent (20%), plus one hundred percent (100%) of any costs in excess of the maximum Federal Aid expenditure, shall be paid by the municipality or County in which the PROJECT ROAD lies. All Federal Aid shall be distributed for PROJECT ROADS among the LOCAL GOVERNMENTS according to the cost estimates listed in Exhibit "A."
- ii. All CST costs shall be tracked and invoiced based upon the PROJECT ROAD.

2.

SCOPE OF AGREEMENT

- A. The limits and scope of the work anticipated by the terms of this AGREEMENT shall not be increased or expanded.
- B. FAYETTE COUNTY shall advertise for bids, award the CST contract, and administer the contracts for the implementation of the PROJECT. The PROJECT shall be administered and delivered following the GDOT Plan Development Process.
- C. The LOCAL GOVERNMENTS shall be individually responsible for the following activities for or within the limits of its own boundaries:
 - i. Execution of contracts, agreements and related documents required for the PROJECT;
 - ii. Preparation of and/or approval of road logs;
 - iii. Providing Right-of-Way certification;

- iv. Providing Material Quality Assurance Forms;
- v. Providing ADA compliance letters;
- vi. Designating areas and quantities for patching and milling;
- vii. Providing notification to their citizens;
- viii. Serving as “Owner” for work within their jurisdiction; and
- ix. Performing the final inspection and acceptance of the work.

D. The LOCAL GOVERNMENTS agree that the selected contractor shall be responsible for all CST activities, including, but not limited to, the following:

- i. Traffic control;
- ii. Patching and/or Full Depth Reclamation (“FDR”);
- iii. Single surface treatment;
- iv. Milling – variable depth;
- v. Tack (bituminous);
- vi. Paving (9.5 mm Type 2 or other);
- vii. Hauling;
- viii. Temporary striping;
- ix. Thermoplastic Striping & Reflective Pavement Markings (“RPMs”);
- x. Grading (shoulder filling); and
- xi. Permanent stabilization (grassing, fertilization, matting, mulch, etc.).

E. FAYETTE COUNTY’s PROJECT manager shall work in conjunction with the PROJECT Engineering to ensure all PE requirements are identified and completed in a timely manner. This may include written and verbal communication with each municipality; GDOT; and/or ARC.

3.

DISTRIBUTION OF EXCESS FUNDS

The LOCAL GOVERNMENTS shall be responsible for a minimum of twenty percent (20%) of the PROJECT cost for the PROJECT ROADS within their boundaries. Any funding remaining from the design and resurfacing of any PROJECT ROAD shall be used by the municipality or County within which the aforementioned PROJECT ROAD lies. Any funding remaining from the design and resurfacing of all PROJECT ROADS within a municipality or County shall be allocated on a pro-rata basis in the same manner that the original Federal Aid was allocated among the remaining LOCAL GOVERNMENTS who require additional funding for their PROJECT ROADS.

4.

CONSULTING FEES

Consulting fees will be charged on a time and material basis. These fees may include, but are not limited to:

- A. Completion of PE activities;
- B. Development of Bid Package and Specifications;
- C. Bidding assistance;
- D. CST management; and
- E. CEI services.

5.

COST ESTIMATES

The fees in Exhibit "A" are estimates of the PROJECT costs. Actual costs/fees may be more or less than shown therein.

6.

TITLE

A. The LOCAL GOVERNMENTS agree that the PROJECT ROADS are part of the road systems of the LOCAL GOVERNMENTS and are completely and solely within the jurisdiction and control of the municipality or County identified in Exhibit "A." The resurfacing of the PROJECT ROADS within the LOCAL GOVERNMENTS is at the direction of the municipality or County where the PROJECT ROAD lies. No municipality or County assumes any interest in the title of any portion of any PROJECT ROAD which lies in another municipality or County. Under no circumstances shall any portion of any PROJECT ROAD within the municipalities be deemed a FAYETTE COUNTY road, or vice versa.

B. The LOCAL GOVERNMENTS warrant that they own or have rights to resurface the portions of the PROJECT ROADS within the boundaries of the LOCAL GOVERNMENTS and further warrant that the performance of work on portions of the PROJECT ROADS within the LOCAL GOVERNMENTS will not violate any restrictions, covenants, local or state law.

7.

INVOICING

All invoices received by FAYETTE COUNTY from the Contractor will be forwarded to the municipality for which the invoice was generated (either PE or CST). Any invoices FAYETTE COUNTY receives from the State for State Oversight, if any, will also be forwarded to the municipality for which the invoice was generated. Each municipality shall submit payment within thirty (30) days of receipt of the invoice from FAYETTE COUNTY.

8.

To the fullest extent permitted by law, PEACHTREE CITY, FAYETTEVILLE, and/or

TYRONE agree to and hereby does defend, hold harmless and indemnify FAYETTE COUNTY and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by FAYETTE COUNTY that arise out of, or result from, the performance of the resurfacing on that portion of any PROJECT ROAD identified in Exhibit "A," which are not incurred or suffered due to the negligence of FAYETTE COUNTY.

To the fullest extent permitted by law, FAYETTE COUNTY agrees to and hereby does defend, hold harmless and indemnify PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE and their officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE that arise out of, or result from, the performance of the resurfacing on that portion of any PROJECT ROAD identified in Exhibit "A," which are not incurred or suffered due to the negligence of PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE.

9.

CONFLICT BETWEEN TERMS

Any additional terms and conditions which may exist between the LOCAL GOVERNMENTS may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this AGREEMENT and the terms and conditions in Exhibit "A," the LOCAL GOVERNMENTS agree that the terms and conditions in Exhibit "A" supersede any terms and conditions within this AGREEMENT.

10.

ENTIRE AGREEMENT

This AGREEMENT is a full and complete statement of the agreement of the LOCAL GOVERNMENTS as to the subject matter hereof and has been authorized by proper action of the LOCAL GOVERNMENTS.

11.

Should any provision of this AGREEMENT or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this AGREEMENT or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this AGREEMENT shall be valid and enforceable to the full extent permitted by law.

12.

CHOICE OF LAWS

This AGREEMENT shall be construed, controlled, and enforced in accordance with the laws of the State of Georgia. Any and all disputes arising out of or in any way related to this AGREEMENT shall be submitted to the State or Superior Court of Fayette County, Georgia, and the LOCAL GOVERNMENTS expressly consent to the venue and jurisdiction therein.

IN WITNESS WHEREOF, the LOCAL GOVERNMENTS herein have set their hands and seals on the date first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

Attest:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

(SEAL)

Attest:

Yasmin Julio, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Valerie Glass, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney

By: _____
LEE HEARN, Chairman

CITY OF PEACHTREE CITY

By: _____
KIM LEARNARD, Mayor

CITY OF FAYETTEVILLE

By: _____
EDWARD JOHNSON, Mayor

TOWN OF TYRONE

By: _____
ERIC DIAL, Mayor

EXHIBIT "A"

PROJECT LIST

FAYETTE COUNTY

85 Connector from SR 85 to Woods Road

Miles – 3.60

PE: \$ 48,836.19

GDOT: \$ 1,419.56

Construction: \$1,522,004.84

Inspections: \$ 80,182.80

Federal Share: \$1,321,954.71

Local Match: \$ 330,488.68

Total: \$1,652,443.39

New Hope Road from SR 92 to City Limit

Miles – 3.40

PE: \$ 46,123.07

GDOT: \$ 1,340.69

Construction: \$1,374,521.67

Inspections: \$ 75,728.20

Federal Share: \$1,198,170.91

Local Match: \$ 299,542.73

Total: \$1,497,713.64

Banks Road from City Limit to SR 54

Miles – 1.58

PE: \$ 21,433.66

GDOT: \$ 623.03

Construction: \$ 692,460.36

Inspections: \$ 35,191.34

Federal Share: \$ 599,766.71

Local Match: \$ 149,941.68

Total: \$ 749,708.38

FAYETTEVILLE

Banks Road from SR 85 to County Line

Miles – 0.16

PE: \$ 2,170.50

GDOT: \$ 63.09

Construction: \$ 185,136.69

Inspections: \$ 3,563.68

Federal Share: \$ 152,747.17

Local Match: \$ 38,186.79

Total: \$ 190,933.96

PEACHTREE CITY

Huddleston Road from SR 54 to Dividend Drive

Miles – 0.74

PE: \$ 10,038.55

GDOT: \$ 291.80

Construction: \$ 616,896.50

Inspections: \$ 16,482.02

Federal Share: \$ 514,967.09

Local Match: \$ 128,741.77

Total: \$ 643,708.87

Kelly Drive from SR 74 to Planterra Way

Miles – 0.61

PE: \$ 37,157.34

GDOT: \$ 240.54

Construction: \$ 507,859.00

Inspections: \$ 13,586.53

Federal Share: \$ 447,074.73

Local Match: \$ 111,768.68

Total: \$ 558,843.41

McIntosh Trail from Peachtree Parkway to Robinson Road

Miles – 0.96

PE: \$ 13,022.98

GDOT: \$ 378.55

Construction: \$ 712,147.70

Inspections: \$ 21,382.08

Federal Share: \$ 597,545.05

Local Match: \$ 149,386.26

Total: \$ 746,931.31

Ebenezer Road from Robinson Road to City Limit

Miles – 0.53

PE: \$ 7,189.77

GDOT: \$ 208.99

Construction: \$ 464,898.50

Inspections: \$ 11,804.69

Federal Share: \$ 387,281.56

Local Match: \$ 96,820.39

Total: \$ 484,101.95

TYRONE

Dogwood Trail from Senoia Road to Farr Road

Miles – 1.10

PE: \$ 37,663.15

GDOT: \$ 433.75

Construction: \$ 627,000.00

Inspections: \$ 24,500.30

Federal Share: \$ 551,677.76

Local Match: \$ 137,919.44

Total: \$ 689,597.20

TOTALS

Miles – 12.68

PE: \$ 223,635.22

GDOT: \$ 5,000.00

Construction: \$6,702,925.26

Inspections: \$ 282,421.64

Federal Share: \$5,771,185.69

Local Match: \$1,442,796.42

Total: \$7,213,982.12