

STATE OF GEORGIA

COUNTY OF FAYETTE

CRACK SEAL PROJECT AGREEMENT

This Agreement entered into this _____ day of _____,
20__ between the TOWN OF TYRONE, a municipal corporation lying wholly or partially
within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter
referred to as “the Town”, and FAYETTE COUNTY, GEORGIA, a political subdivision of the
State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as
“the County” to provide one-time pavement markings maintenance, a/k/a, crack sealing, within
the corporate limits of the Town, hereinafter referred to as the “Agreement.”

W I T N E S S E T H:

WHEREAS, the County and the Town desire to place crack seal within the corporate
limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and Town desire to coordinate their efforts, as hereinafter
provided, in the pavement project plan that are listed on the attachment to this Agreement known
as Special Stipulations. Said Special Stipulations are hereby adopted into the Agreement by this
reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, the
receipt and sufficiency of which are hereby acknowledged by the Town and the County, the
Town and the County do hereby agree as follows:

1.

The County agrees to provide the contractor procurement and project management for the crack sealing project which have been identified on the Special Stipulations attachment.

2.

The Town and the County agree that the Roads identified on the Special Stipulations are part of the Town road system and, as such, shall be completely and solely within the Town's jurisdiction and control. The pavement markings of the Roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the Road within the Town. In no manner shall the portion of the Road(s) within the Town be deemed a County Road. Unless otherwise agreed, the maintenance and repair of the portion of the Road(s) within the Town, other than the crack sealing contemplated herein, shall be the sole responsibility of the Town.

3.

The Town warrants that it owns or has rights to maintain the portion of the Road(s) within the Town and further warrants that the performance of work on that portion of the Road(s) within the Town will not violate any restrictions, covenants, local or state law.

4.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the 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 the County that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town 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 the Town that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the Town.

5.

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations, the parties agree that any terms and conditions in the Special Stipulations supersede any terms and conditions within this Agreement.

6.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

7.

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.

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

(SEAL)



Attest:


Tameca P. Smith, County Clerk

(SEAL)

Attest:

Dee Baker, Town Clerk

FAYETTE COUNTY, GEORGIA

By: 

Lee Hearn, Chairman

TOWN OF TYRONE

By: _____

Eric Dial, Mayor

Attachment A

Special Stipulations

Per the August 30th, 2022 email from Scott Langford, the Town of Tyrone is requesting that the Town of Tyrone be included with the upcoming County's crack sealing bid package for Fiscal Year 2023 with the following Town roads:

Senoia Road

- Depot Ct to Crestwood – 2.06 miles
- Swanson Rd to Carriage Oaks – 0.18 miles

East Crestwood

- SR 74 to Farr Rd – 0.52 miles

Spencer Road

- Wynfield to Publix – 0.48 miles

Peggy Lane

- SR 74 to End – 0.31 miles

Depot Court

- Senoia Rd to End - .07 miles

Work will include:

- Procurement of a Contractor
- Project Management and Inspection
- Crack Sealing by Contractor
- Town will reimburse County for all costs once the project is completed.

The estimated value of this work is \$27,150 (\$7,500 per linear mile). Per this agreement, all Contractor costs shall be directly paid by Town of Tyrone.