Print Form

COUNTY DEPARTMENT AGENDA REQUEST

Department/Division: Public Works

Department Head: Philip Mallon

Presenter, if needed: Zack Taylor

Preferred Meeting Date: Wednesday, December 3, 2008

Wording for the Agenda:

Approval of staff's recommendation to revise the County's Intergovernmental Agreement with the City of Fayetteville for street resurfacing to include .09 miles of Pye Lake Drive.

Background/History/Details:

Fayette County and City of Fayetteville entered into the Street Resurfacing Agreement October 23,2008. The Agreement calls for Fayette County to provide equipment and labor for the resurfacing of streets identified in the Special Stipulations attached. This work is planned for Spring of 2009.

Fayetteville has requested that .09 miles of Pye Lake Drive be added to their list of city streets to be resurfaced by the County.

What action are you seeking from the Board of Commissioners?

Revision of street agreement for the purpose of adding Pye Lake Drive .09 miles.

If this item requires funding, please describe:

No funding required other than costs associated with labor and equipment operation which are budgeted for each year in the Road Department's budget.

Has this issue come before the Commissioners in the past? No

If so, when?

Do you need audio-visual for the presentation? No

Back-up Material Submitted? Yes

STAFF USE ONLY

Approved by Finance? Yes

Reviewed by Legal? Yes

Approved by Purchasing? Yes

Approved by Administrative Staff? Yes

Staff Notes

Administrator's Approval Yes

Confirmed Meeting Date Wednesday, December 3, 2008

- ○ Recognition/ Presentation
- ○ Public Hearing
- ○ Old Business
- ○ New Business
- ◉ Consent
- ○ Report
- ○ Other

Print Form

COUNTY DEPARTMENT AGENDA REQUEST

Department/Division: Public Works

Department Head: Phil Mallon

Presenter, if needed: Zack Taylor

Preferred Meeting Date: Thursday, October 23, 2008

Wording for the Agenda:

Approval of staff's recommendation to enter into an intergovernmental agreement with Fayetteville for street resurfacing.

Background/History/Details:

The county routinely enters into intergovernmental agreements with our municipalities whereby the county resurfaces or paves city streets.

This proposed Agreement calls for Fayette County to provide equipment and labor for the resurfacing of the four city streets identified in the Special Stipulations. All material costs are to be paid for by Fayetteville. The work will be performed in the 2009 paving season. The total length of streets to be resurfaced is 1.72 miles.

What action are you seeking from the Board of Commissioners?

Approval of Street Resurfacing Agreement with Fayetteville for resurfacing four city streets.

If this item requires funding, please describe:

The cost to the county is for providing labor and equipment. These costs will be paid out of Road Department's existing budget.

Has this issue come before the Commissioners in the past? Yes

If so, when? When Fayetteville requests help

Do you need audio-visual for the presentation? No

Back-up Material Submitted? Yes

STAFF USE ONLY

Approved by Finance? Yes

Reviewed by Legal? Yes

Approved by Purchasing? Yes

Approved by Administrative Staff? Yes

Staff Notes

10-23-08
Carol Chandler

Administrator's Approval Yes

Confirmed Meeting Date Thursday, October 23, 2008

- ○ Recognition/ Presentation
- ○ Public Hearing
- ○ Old Business
- ○ New Business
- ◉ Consent
- ○ Report
- ○ Other

STATE OF GEORGIA

COUNTY OF FAYETTE

STREET RESURFACING AGREEMENT

AN AGREEMENT entered into this 23 day of October 2008, by and between

FAYETTE COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the CITY of FAYETTEVILLE, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", to provide for certain street work within the corporate limits of the City.

WITNESSETH:

WHEREAS, the County and the City desire the proper resurfacing of certain streets within the corporate limits of the City to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts and work together in the resurfacing of certain streets within the corporate limits of the City, pursuant to their respective Resolutions.

NOW, THEREFORE, in and for the consideration of the premises and conditions as hereinafter provided, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.

The County and the City hereby agree to coordinate their efforts, as hereinafter provided, in the resurfacing of the streets that are listed on the attachment to this Agreement known as Special Stipulations. Said Special Stipulations are hereby adopted into this Agreement by this reference hereto.

2.

COUNTY RESPONSIBILITIES

The County agrees to provide the labor and equipment, which it has available, for the resurfacing of the streets which have been identified on the Special Stipulations attachment. Any additional County Responsibilities not listed in this paragraph may be contained on the Special Stipulations attachment.

3.

CITY RESPONSIBILITIES

The City shall perform all patching and milling, and shall notify the County when all patching and milling has been completed. The City shall reimburse the County for all materials (i.e. asphalt and tack, including over-run quantities for leveling and topping) and shall pay the County for the costs of material within 30 days of invoice. All inadvertent overspray of tack (on curb and gutter, driveways, lawn sections, etc.) shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The City is responsible for striping on the streets that require striping. The City shall furnish staging/clean out areas each day for paving machine/material cleaning and storage.

4.

INDEMNIFICATION

To the fullest extent permitted by law, the City agrees to hereby and 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 Work, which are not incurred or suffered due to the negligence of the County.

5.

CITY STREETS

The County and the City agree that streets listed on the Special Stipulations attachment are in the city limits of the City, are part of the street system of the City and as such shall be completely and solely within the City's jurisdiction and control. The resurfacing of the streets listed on the Special Stipulations attachment is at the direction of the City and the County assumes no interest in the title of said street. In no manner shall the streets listed on the Special Stipulations attachment be deemed a County street. Unless otherwise agreed, the maintenance and repair of said streets shall be the sole responsibility of the City.

6.

SECURING WORK SITE

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County,

its agents or employees, at the close of each working day. The City also agrees to provide certified flaggers and pilot car, if necessary, to alert motorists and ensure caution when work is underway in the work area.

7.

RIGHTS OF THE PROPERTY

The City warrants that it owns or has rights to resurface the aforementioned streets listed on the Special Stipulations attachment and further warrants that said work will not violate any restrictions, covenants, local or state law.

8.

STARTING AND COMPLETION DATES

The County agrees to begin work on the project as soon as scheduled work permits, and to complete said project in a timely manner subject to inclement weather, existing obligations, and circumstances beyond control of the County, in which event the County shall commence or complete the project as soon as it may practicably do so.

9.

ADDITIONAL TERMS AND CONDITIONS

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 attachment, the parties agree that any terms and conditions in the Special Stipulation attachment supersede any terms and conditions within this Agreement.

IN WITNESS WHEREOF, parties have hereunto set their hands and affixed their seals the day and year as first above written.

FAYTTE COUNTY, GEORGIA

By: _____
Jack Smith, Chairman

(SEAL)

Attest:

_____
Deputy Clerk

CITY OF FAYETTEVILLE

By: _____
Mayor, City of Fayetteville

(SEAL)

Attest:

_____

SPECIAL STIPULATIONS

Project Number LAU08-S011-00 (215)

Name of streets to be resurfaced:		Miles:
(1)	Braemar Road beginning at Burch Road ending at Dead End	0.390
(2)	Lakemont Dr. beginning at Lakepoint Lane ending at Hidden Lake Dr.	0.440
(3)	Woodbyne Drive beginning at White Road ending at Woodbyne Drive	0.760
(4)	Wyngate Way beginning at Marion Blvd ending at Wyngate Circle	0.130

RECEIVED
OCT 28 2008
PUBLIC WORKS