COUNTY AGENDA REQUEST

Department:	Public Works - SPLOST	Presenter(s):	Carlos Christian
Meeting Date:	Thursday, October 27, 2011	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation that the County enter into an Agreement with Transcontinental Gas Pipeline Company, LLC, allowing the County to work within their easement during construction of the West Fayetteville Bypass Project, including a payment of $10,000 by the County to reimburse the cost of the Company's on-site engineer; and authorization for the Chairman to execute said Agreement.

Background/History/Details:

There is a natural gas pipeline that crosses the northwest portion of Fayette County. The pipeline actually originates in Texas and goes up the eastern portion of the United States.

The West Fayetteville Bypass (Veterans Parkway) will cross the pipeline south of Lee's Mill Road. The owner of the gas line, Transcontinental Gas Pipeline Company, LLC, will provide one of their engineers to work with the County before and during the work done inside their pipeline easement. The agreement in question gives the County the right to work in the Company's pipeline easement and authorizes the County to reimburse the Company for the cost of having their engineer involved with the WFB Project.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation that the County enter into an agreement with Transcontinental Gas Pipeline Company, LLC, which defines the roles of both parties while construction of the West Fayetteville Bypass Project impacts the gas pipeline which transverses Fayette County, including a payment of $10,000 by the County to reimburse the cost of the Company's on-site engineer.

If this item requires funding, please describe:

Funds will come from the SPLOST Project funds for the West Fayetteville Bypass Project, Phase II.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011, between FAYETTE COUNTY, at 140 Stonewall Avenue West, Fayetteville, Georgia 30214, hereinafter called "OWNER", and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a corporation of the state of Delaware whose address is 2800 Post Oak Boulevard, Houston, Texas 77056-6106, hereinafter called "TRANSCO"; and

WITNESSETH

WHEREAS, OWNER is proposing the construction of West Fayetteville Bypass – Phase II. The West Fayetteville Bypass – Phase II is in association with the proposed Fayette County Project # R-5.

WHEREAS, TRANSCO is the owner of a right-of-way and easement in which it now maintains and operates four (4) natural gas pipelines referred to as its Mainlines "A", "B", "C", and "D"; and

WHEREAS, the proposed improvements within TRANSCO'S right-of-way and easement require necessary and appropriate preliminary engineering evaluation and field inspection during the design and construction of such improvements.

NOW AND THEREFORE, in consideration of mutual rights and benefits appertaining thereto, the parties hereto covenant and agree as follows:

(1) TRANSCO will perform necessary and appropriate preliminary engineering and field inspection during the design and construction of the proposed improvements.

(2) Prior to commencement of the actual construction, OWNER shall provide a Certified Check for the preliminary engineering and field inspection services for this project, which are estimated at $ 10,000.00. The Certified Check shall be made payable to TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC. This estimate includes the cost of TRANSCO'S employees to the extent such employees are assigned to or devote time to providing preliminary engineering or field inspection services for this proposed project. Such costs shall include: (i) the pro rata portion of wage, salary and benefit costs (gross pay, payroll taxes and usual company fringe benefits), on a time devoted basis, and (ii) transportation, meals, lodging and similar costs incurred by TRANSCO as a result of the assignment of employees to preliminary engineering and field inspection services for this proposed project, and (iii) all materials and applicable overheads. Upon completion of work, and within one hundred eighty (180) days thereof, TRANSCO shall either reimburse OWNER the difference between estimated cost and actual cost if actual cost is lower, or be reimbursed by OWNER the difference between actual cost and estimated cost if actual cost is higher. In either circumstance, OWNER shall pay TRANSCO for all actual costs. In the event OWNER fails to make timely payments of any such invoices, then TRANSCO shall be entitled to collect the amount of such invoice, together with interest at a rate (which in no event shall be higher than the maximum rate permitted by law) equal to one percent (1%) above the base rate from time to time charged by lenders; and substantial commercial and industrial lenders; provided, however, such interest will not be payable if such failure to pay is the result of a bona fide dispute of any such charges. Such interest shall accrue on unpaid amounts beginning on the payment due date of TRANSCONTINENTAL'S invoice to OWNER and shall terminate when such invoice is paid. If the amount of any invoice shall be disputed in good faith, OWNER shall promptly pay the portion of the invoice not in dispute.

(3) Nothing contained herein shall be construed to reduce any of TRANSCONTINENTAL'S right, title, or interest in or to its existing right-of-way for the construction, operation and maintenance of its pipelines.

(4) This Agreement shall be binding on the successors and assigns of the parties hereto.

Executed this _____ day of _____, 20____

Attest (Witness): FAYETTE COUNTY

_____ By: _____

_____

(Please type name and title)

Attest (Witness): TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

_____ By: _____

_____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me to be the _____ of FAYETTE COUNTY and acknowledged that, being thereunto authorized, (s)he executed the foregoing agreement for the purposes therein contained, as an act and deed of FAYETTE COUNTY.

In witness whereof, I have set my hand and seal this _____ day of _____, 20___.

(SEAL) _____

Notary Public

STATE OF _____

COUNTY OF _____

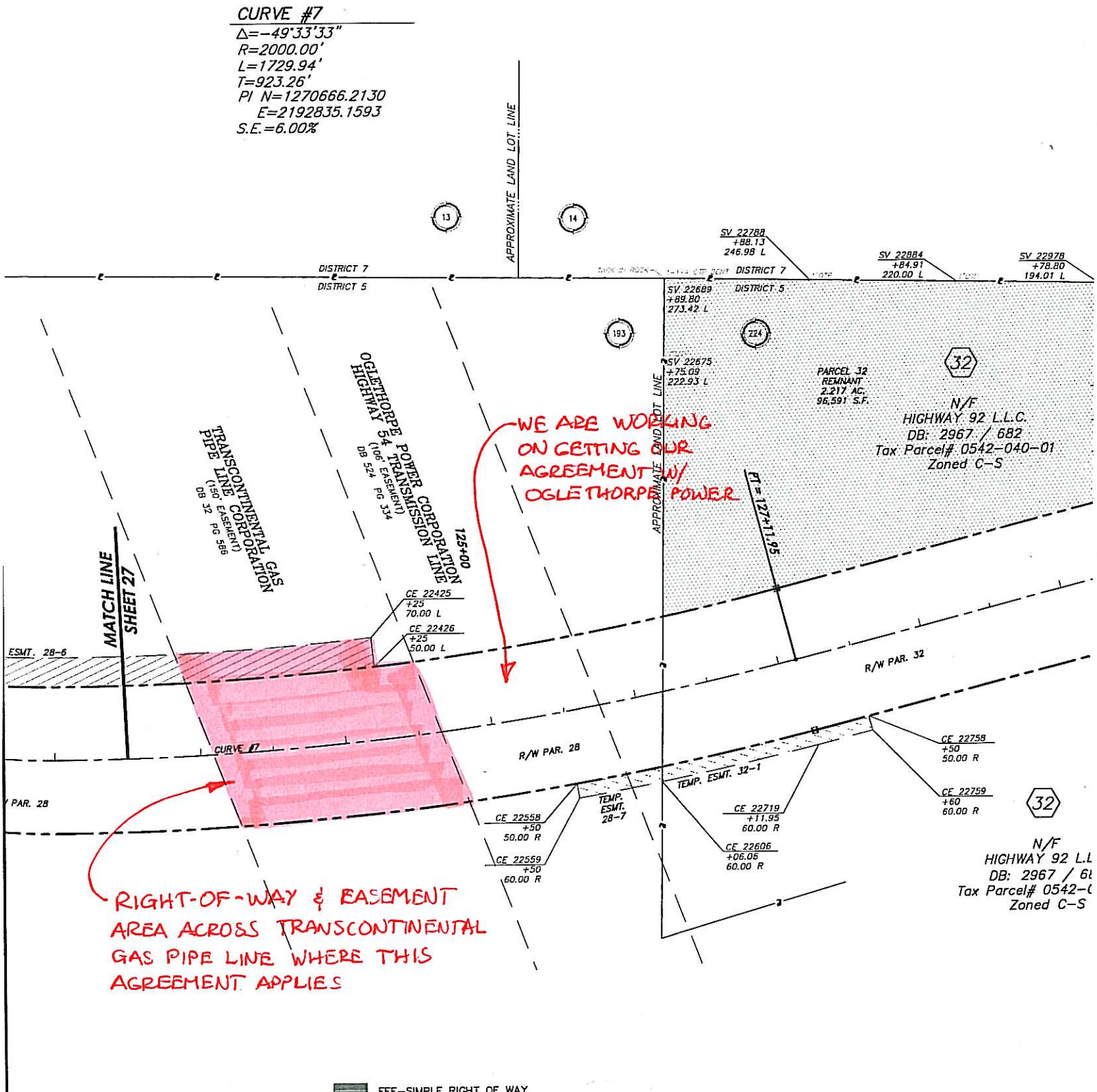
I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me to be the _____ of TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC and acknowledged that, being thereunto authorized, (s)he executed the foregoing agreement for the purposes therein contained, as an act and deed of TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC.

In witness whereof, I have set my hand and seal this _____ day of _____, 20___.

(SEAL) _____

Notary Public

My Commission Expires: _____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R=2000.00'
L=1729.94'
T=923.26'
PI N=1270666.2130
E=2192835.1593
S.E.=6.00%
APPROXIMATE LAND LOT LINE
DISTRICT 7
DISTRICT 5
SV 22788 +88.13 246.98 L
SV 22884 +84.91 220.00 L
SV 22978 +78.80 194.01 L
SV 22689 +89.80 273.42 L
SV 22675 +75.09 222.93 L
PARCEL 32 REMNANT 2.217 AC. 96,591 S.F.
N/F HIGHWAY 92 L.L.C. DB: 2967 / 682 Tax Parcel# 0542-040-01 Zoned C-S
OGLETHORPE POWER CORPORATION HIGHWAY 54 TRANSMISSION LINE (106' EASEMENT) DB 524 PG 334
TRANSCONTINENTAL GAS PIPE LINE CORPORATION (150' EASEMENT) DB 32 PG 586
125+00
PT = 127+11.95
MATCH LINE SHEET 27
ESMT. 28-6
CE 22425 +25 70.00 L
CE 22426 +25 50.00 L
R/W PAR. 32
CURVE #7
R/W PAR. 28
TEMP. ESMT. 32-1
TEMP. ESMT. 28-7
CE 22758 +50 50.00 R
CE 22759 +60 60.00 R
CE 22719 +11.95 60.00 R
CE 22606 +06.06 60.00 R
CE 22558 +50 50.00 R
CE 22559 +50 60.00 R
N/F HIGHWAY 92 L.L
DB: 2967 / 6
Tax Parcel# 0542-
Zoned C-S
WE ARE WORKING ON GETTING OUR AGREEMENT W/ OGLETHORPE POWER
RIGHT-OF-WAY & EASEMENT AREA ACROSS TRANSCONTINENTAL GAS PIPE LINE WHERE THIS AGREEMENT APPLIES
FEE-SIMPLE RIGHT OF WAY
PERMANENT SLOPE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY DRIVEWAY EASEMENT
40 0 40 80
SCALE IN FEET