COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon
Meeting Date:	Thursday, September 26, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fairburn for bridge improvements to Bohannon Road over Line Creek (Structure 121-5081-0), and authorization to utilize $57,430 from the Road Department Asphalt and Tack (Accounting Line #10040220-531171) if the bridge improvements begin in Fiscal Year 2014.

Background/History/Details:

The City of Fairburn is in the process of replacing the existing bridge on Bohannon Road over Line Creek. Under the proposed Intergovernmental Agreement, Fairburn will be responsible for all design/engineering, right-of-way, and utility costs. In addition, Fairburn will be responsible for all construction costs with the exception of hot mix asphalt construction. Fayette County shall be responsible for the material, labor and equipment for installing the asphalt required for the project. The paving work shall be done in accordance with applicable project and Georgia Department of Transportation specifications. Fayette County shall also be responsible for support services (e.g., traffic control) associated with the paving work.

The project is 1,105 feet long, of which 90 feet is bridge. The bridge is completely in Fulton County (Fairburn City limits) and most of the road work is in Fayette County.

A March 2013 construction cost estimate for the project was $611,202.00. The estimated material cost to Fayette County is $57,430. Bridge improvements are scheduled to begin in Fiscal Year 2015 (FY2015), but there is a chance that the work will begin at the end of Fiscal Year 2014. Staff is requesting authorization to utilize $57,430.00 from the Road Department Asphalt and Tack (Accounting Line #10040220-531171) if the bridge improvements begin in Fiscal Year 2014.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fairburn for bridge improvements to Bohannon Road over Line Creek (Structure 121-5081-0), and authorization to utilize $57,430 from the Road Department Asphalt and Tack (Accounting Line #10040220-531171) if the bridge improvements begin in Fiscal Year 2014.

If this item requires funding, please describe:

Funding of approximately $57,430 is required for materials plus indirect costs of labor and equipment. Actual material cost will depend on Asphaltic Cement Price Index at time of work, which is anticipated in early FY 2015 but could occur at the end of FY2014.

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

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

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

Staff Notes:

This is an example of Intergovernmental cooperation between Fayette County and the City of Fairburn for the betterment and safety of each jurisdiction's citizens.

(STATE OF GEORGIA PW 12-006
(
(COUNTY OF FULTON
(

INTERGOVERNMENTAL AGREEMENT

BOHANNON ROAD OVER LINE CREEK
BRIDGE IMPROVEMENTS

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "**City of Fairburn**") and Fayette County, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "**Fayette County**"), each of whom has been duly authorized to enter this agreement,

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, City of Fairburn and Fayette County have the authority to contract with each other to provide for the design and construction of public facilities that will benefit both parties; and

WHEREAS, City of Fairburn and Fayette County desire to enter into this Agreement to set forth the rights and responsibilities of the local governments with respect to right-of-way acquisition, utility relocations and construction of a replacement on BOHANNON Road over Line Creek at and along the border between Fulton and Fayette County; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project - Project consists of replacing the existing bridge on BOHANNON Road over Line Creek in the City of Fairburn. The City of Fairburn Transportation Capital Improvement Program (CIP) number is PW 12-006.

2. Design Costs - The City of Fairburn has contracted with a design consultant firm to prepare construction plans for the bridge replacement. City of Fairburn shall be responsible for all engineering costs associated with the preparation of procurement documents necessary to construct the project.

3. Right-of-Way Costs - City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the bridge improvement within City of Fairburn. .

4. Utility Relocations - City of Fairburn shall be responsible for all of the necessary cost of utility relocations associated with the project.

5. Construction Cost - City of Fairburn will engage a construction contractor to build all of the improvements identified with the project with the exception of hot mix asphalt construction. Fayette County shall provide all materials, labor, and equipment necessary to install asphalt paving associated with the project, traditionally identified under Georgia Department of

Transportation specification section 400 and in accordance with the plans and specifications provided by the City of Fairburn. Any and all support services, traffic control, quality assurance testing shall be provided by the party performing the work.

6. Funding – In consideration of and with respect to the services to be provided by Fayette County, the two parties agree that both shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. City of Fairburn and Fayette County shall comply with all Federal, State and County regulations governing the use of any of the funds provided by Fayette County for this project.

7. Notices – All notices pursuant to this agreement shall be served as follows:

   As to Fayette County, Georgia:

   Chairman of the Fayette County Board of Commissioners
   140 Stonewall Avenue West, Suite 100
   Fayetteville, Georgia 30214

   As to City of Fairburn, Georgia:

   Mayor
   56 Malone St., SW
   Fairburn, Georgia 30213

8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either 5 years from that date or at such time as the design and construction of the bridge improvement has been completed and fulfilled.

9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the Fayette County, by the failure of a party to fulfill a material obligation, or by operation of law.

10. Governing Law - This Agreement shall be governed in all respects as to validity, construction and performance by the laws of the State of Georgia.

11. Entire Agreement - This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive

immunities or protections provided to either City of Fairburn or to Fayette County by the Constitution and laws of the State of Georgia.

12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.

13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__

CITY OF FAIRBURN, GEORGIA

ATTEST: _____
Brenda James
City Clerk

By: _____
Mario B. Avery, Mayor
City of Fairburn

APPROVED AS TO CONTENT:

_____
City Engineer

APPROVED AS TO FORM:

_____
City Attorney

FAYETTE COUNTY, GEORGIA

ATTEST: _____
(Seal)
Clerk to the Commission

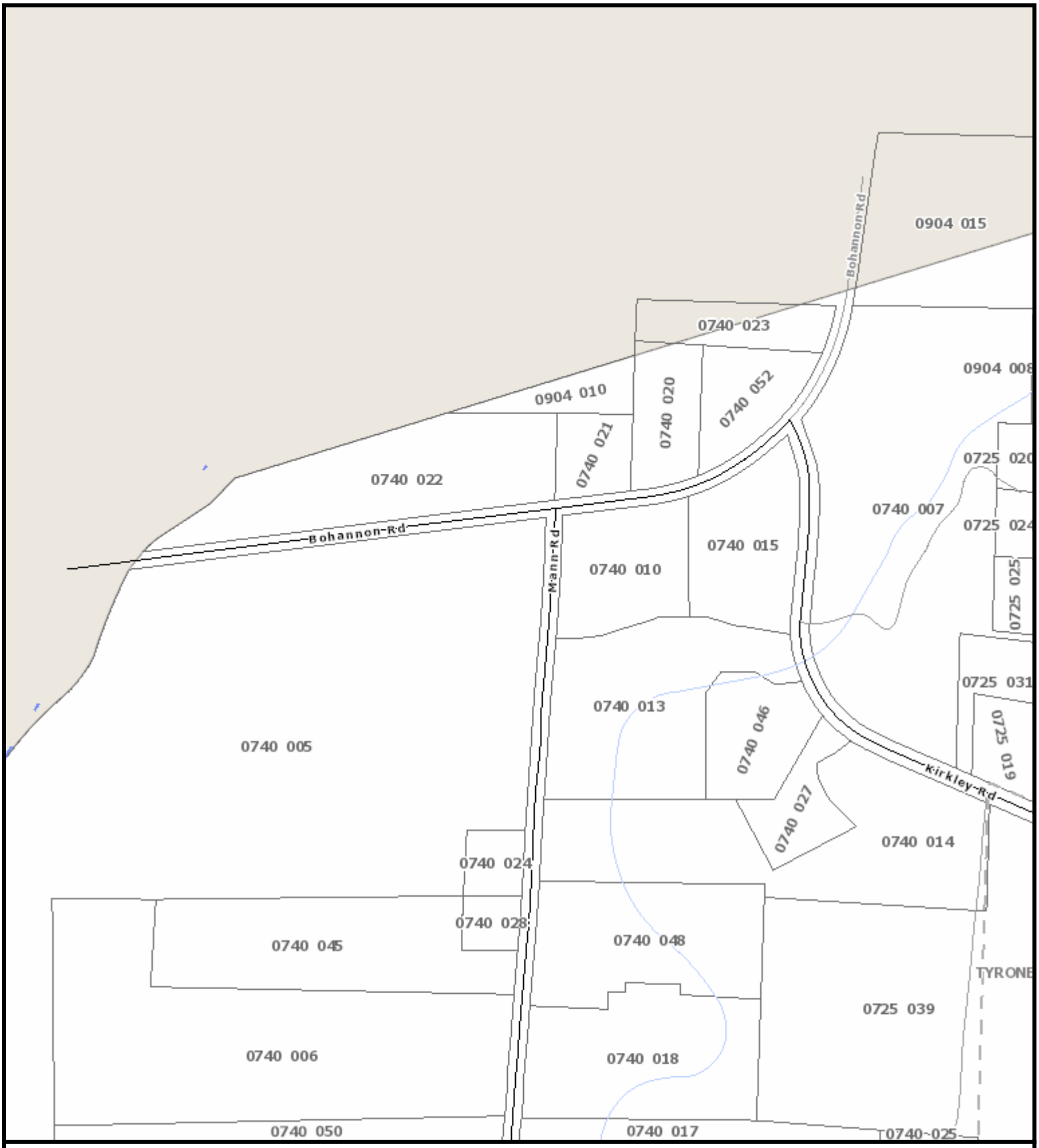
By: _____
Steve Brown, Chairman
Board of Commissioners

APPROVED AS TO CONTENT:

_____
Director, Public Works Department

APPROVED AS TO FORM:

_____
Office of County Attorney



Fayette County

1:4,800

0 240 480 Feet

N W E S

- State Roads
- County And City Roads
- Other Roads
- Major Rivers
- Minor Rivers
- City Limits
- Parcels