# COUNTY AGENDA REQUEST

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| Department: | Public Works | Presenter(s): | County Engineer Phil Mallon |
| Meeting Date: | Thursday, December 11, 2014 | Type of Request: | Consent |

Wording for the Agenda:

Approval of staff's recommendation to enter into an agreement with the Fayette County Board of Education for the stockpiling and use of structural fill.

Background/History/Details:

The Fayette County Board of Education anticipates having a surplus of 8,000 to 11,000 cubic yards of good structural fill generated through construction of a detention pond for their new Bus Yard. Fayette County Public Works is in need of this material and we've developed the referenced agreement that allows Public Works use of the material in exchange for assistance with the grading work.

Doing so reduces construction costs to the Board of Education and provides Public Works with a significant source of fill material at a central location.

Public Works has reviewed and supports the agreement.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an agreement with the Fayette County Board of Education for the stockpiling and use of structural fill.

If this item requires funding, please describe:

No funding is required for this item except the indirect costs associated with labor, equipment and fuel to perform the grading work.

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

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

Staff Notes:

STATE OF GEORGIA
COUNTY OF FAYETTE

# AGREEMENT FOR GRADING ACTIVITIES AT BUS BARN

AN AGREEMENT entered into this _____ day of _____ 2014, 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 Fayette County BOARD OF EDUCATION, a political subdivision of the State of Georgia, acting by and through its Board of Education, hereinafter referred to as the BOE, to provide for certain grading activities at the BOE's Bus Yard located on Goza Road.

## WITNESSETH:

WHEREAS, the BOE desires to complete site grading work at the Bus Yard at the lowest practical cost; and

WHEREAS, the grading work will generate between 8,000 to 11,000 cubic yards of suitable "cut" material; and

WHEREAS, the County is in need of suitable material for road and other Public Works project; and

WHEREAS, it is desirable for the County and BOE to coordinate their efforts and resources when doing so benefits Fayette County taxpayers;

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.

GENERAL

The County and the BOE hereby agree to coordinate their efforts, as hereinafter provided, in the completion of grading work required for detention pond construction and the subsequent stockpiling and removal of soil. The grading work will expand an existing detention pond. The proposed cut is approximately 50 feet wide by 550 feet long and 10 feet deep.

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2.

COUNTY RESPONSIBILITIES

The County agrees to provide the labor and equipment, which it has available, to complete the rough grading of the detention pond. Soil cut during pond construction shall be hauled away by the County or stockpiled on-site at a location agreed to by the County and the BOE. The County shall then have access to the soil for future use for a period up to five years from the date of this Agreement. After which, any remaining material shall become the property and responsibility of the BOE.

Rough grading shall be provided to within 6 inches of finish grade.

The County shall provide all hauling associated with soil removal. The County shall also be responsible for providing temporary and permanent stabilization around the stockpile of material.

3.

BOE RESPONSIBILITIES

The BOE shall be responsible for all aspects of pond construction (e.g., engineering, design, permitting, surveying, construction staking, erosion control, finish grading, outlet control installation or modification, etc.) with the exception of rough grading. The BOE shall also provide reasonable access to the pond area and stabilize the work area.

4.

INDEMNIFICATION

To the fullest extent permitted by law, the BOE 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.

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5.

SECURING WORK SITE

The BOE 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 County agrees to provide appropriate traffic control for hauls trucks entering and leaving the property.

6.

RIGHTS OF THE PROPERTY

The BOE warrants that it owns or has rights to improve the Bus Yard property and further warrants that said work will not violate any restrictions, covenants, local or state law.

7.

STARTING AND COMPLETION DATES

The County agrees to begin work within 30 days of contract execution and receiving a Notice to Proceed from the BOE. The work shall be completed 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.

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

FAYETTE COUNTY, GEORGIA

By: _____

Steve Brown, Chairman

(SEAL)

Attest:

_____

County Clerk

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FAYETTE COUNTY BOARD OF EDUCATIO

By: _____

Marion Key, Chair

(SEAL)

Attest:

_____

BOE Clerk

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