# COUNTY AGENDA REQUEST

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|---|---|---|---|
| Department: | Road Department | Presenter(s): | Director Andy Adams |
| Meeting Date: | Thursday, December 11, 2014 | Type of Request: | Consent |

Wording for the Agenda:

Approval of two Intergovernmental Agreements with Clayton County to perform maintenance and repairs on the McDonough Road bridge and Helmer Road bridge, both being at the Fayette/Clayton County line, at an aggregate cost of $173,558.55, with $11,308.55 utilized from contingency funds, and for all project funds to be moved into the Road Department's Maintenance and Operations budget.

Background/History/Details:

The Georgia Department of Transportation periodically inspects bridges and provides a summary of needed repairs to the respective counties. The bridge on McDonough Road over the Flint River lies on the boarder between Fayette and Clayton County. Likewise, the bridge on Helmer Road over Camp Creek lies on the boarder between Fayette and Clayton County. The responsibility of performing maintenance and repairs on these two bridges is shared equally between the two counties. An Intergovernmental Agreement has been prepared for each bridge spelling out the specific maintenance and repairs to be performed and the resulting cost. The result of Clayton County's competitive bids for the work is shown below.

As described in the Intergovernmental Agreements: "Fayette County shall reimburse Clayton County for 50% of the total cost of the work performed." This will result in a cost to Fayette County as follows:

McDonough Road bridge Intergovernmental Agreement (Exhibit A) - Total cost $306,467.10; Fayette County's share is $153,233.55
Helmer Road bridge Intergovernmental Agreement (Exhibit B) - Total Cost $40,650.00; Fayette County's share is $20,325.00
Grand total cost to Fayette County (Exhibit C): $173,558.55

What action are you seeking from the Board of Commissioners?

Approval of two Intergovernmental Agreements with Clayton County to perform maintenance and repairs on the McDonough Road bridge and Helmer Road bridge, both being at the Fayette/Clayton County line, at an aggregate cost of $173,558.55, with $11,308.55 utilized from contingency funds, and for all project funds to be moved into the Road Department's Maintenance and Operations budget.

If this item requires funding, please describe:

Funding will be from a combination of sources: CIP Project 2220A $8000; CIP Project 2220C $8000; CIP Project 4220A $95,000; CIP Project 4220B $26,250; FY2015 Road Dept. M&O budget $25,000; and $11,308.55 from contingency.

| | | | |
|---|---|---|---|
| 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 request demonstrates the cooperative work of both Fayette County and Clayton County for the purpose of repairing infrastructure for the ongoing safety and travel of all.

Exhibit A

# INTERGOVERNMENTAL AGREEMENT REGARDING MCDONOUGH ROAD BRIDGE REPAIR, MAINTENANCE AND EROSION CONTROL

This Agreement is made by and between FAYETTE COUNTY, a political subdivision of the State of Georgia and Clayton County, a political subdivision of the State of Georgia, each of whom has been duly authorized to enter into this Agreement to provide for certain bridge work on McDonough Road Bridge over Flint River.

WHEREAS, Clayton County and Fayette County desire to promote an adequate and safe means of transportation by having certain repairs and maintenance activities made to the bridge on McDonough Road over the Flint River, these activities being more fully described in Attachment A; and

WHEREAS, Clayton County and Fayette County recognize that the McDonough Road Bridge over the Flint River is insufficient to carry school buses yet provides more efficient and convenient access between Fayette Clayton and Henry County schools for extracurricular events; and

WHEREAS, Clayton County and Fayette County desire to coordinate their efforts and work together in performing the maintenance work described above, pursuant to their respective Resolutions; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Clayton County and Fayette County agree as follows:

1.

Clayton County and Fayette County hereby agree to coordinate their efforts, as hereinafter provided, in the repair of McDonough Road bridge that are listed on the attachment to this Agreement known as Attachment A. Said as Attachment A is hereby adopted in this Agreement by this reference hereto.

2.

COUNTIES' RESPONSIBILITIES

Clayton County agrees to provide the bid specifications and bid letting for the bridge repairs which have been identified in the as Attachment A. Any additional County Responsibilities not listed in this paragraph may be contained in the Special Stipulations attachment.

3.

Fayette County shall reimburse Clayton County for 50% of the total cost of the work performed and shall pay Clayton County for the work within 30 days of invoicing. Fayette County agrees to handle any prior local resident work notification within the Fayette County work area.

4.

INDEMNIFICATION

To the fullest extent permitted by law, each respective County agrees to and hereby does defend, hold harmless, and indemnify the other 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 such County that arise out of, or result from, the performance of the Work.

5.

RIGHTS TO THE PROPERTY

Fayette County warrants that it owns or has rights to repair the aforementioned road listed on the Special Stipulations attachment and further warrants that said work will not violate any restrictions, covenants, local or state law.

6.

ADDITIONAL TERMS AND CONDITIONS

Any additional terms and conditions which may exist between 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 which may appear in the Special Stipulations attachment supersede any terms and conditions within this Agreement.

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

Executed on Behalf of
**CLAYTON COUNTY**
This 18 day of
July, 2014

Jeffrey E. Turner, Chairman
**CLAYTON COUNTY**
COMMISSIONER BOARD OF COMMISSIONER'S

Signed, sealed and delivered this
16 day of July, 2014

Gladys Ali
Notary Public (SEAL)

GLADYS ALI
NOTARY
EXPIRES
GEORGIA
APRIL 29, 2018
PUBLIC
DEKALB COUNTY

ATTEST:
CLERK OF THE BOARD OF
COMMISSIONER'S

Shelby D. Haywood
Shelby D. Haywood, Clerk

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

Executed on Behalf of
**FAYETTE COUNTY**
This _____ day of
_____, 2014

__ _____
Steve Brown, Chairman
**FAYETTE COUNTY**
COMMISSIONER BOARD OF COMMISSIONER'S

Signed, sealed and delivered this
_____ day of _____, 2014

_____
Notary Public (SEAL)

ATTEST:
CLERK OF THE BOARD OF
COMMISSIONER'S

___ _____
Floyd Jones, Clerk

## Attachment A

McDonough Road over Flint River – Structure ID 113-0025-0

a) Repair pile encasements at Bents #5, and #7 through #10 in accordance with GDOT Standard Specification Section 547 and Bridge Maintenance Activity 830.03. The location of undermining is listed below:

- Bent #5 – Piles #1 - #2
- Bent #7 Piles #1 - #4
- Bent #8 – Piles #1 and #3
- Bent #9 – Piles #1, #3, and #4
- Bent #10 – Piles #1 - #4

b) Please refer to Activity 830.07 -H-Pile Swaybracing in the Bridge Repair Manual for details of installation of swaybracing. H-Pile Swaybracing to be installed at Bents # 5 - #10. Paint all steel piling in accordance with GDOT Standard Specification Section 535, using a System VII paint system, paint color to match existing piles.

c) Repair spalls in accordance with GDOT Special Provision 521 and Bridge Maintenance Activity 830.15, 830.18, 830.19, or 830.22. Score edges of patches at least ¼ in. deep, clean patch, and remove rust from any exposed reinforcing steel. Patch with GDOT approved rapid setting patching material (QPL 27, Type III Material for overhead applications) in accordance with manufacturer's specifications. Use epoxy resin adhesive as required by patching material specifications. Location of concrete patching is at Bent #3, between Beams #2 and #3. There is also minor spalling at Bents #5, #8, and #9.

d) Please refer to Activity 800.01 - Bridge Deck Joint Sealing (Silicone) in the Bridge Repair Manual for details of installation of expansion joints at the Bents #1, #3 and #10.

e) Seal all transverse deck cracking on top and bottom of each span and cracking at each abutment. Cracks shall be epoxy pressure injected as per Section 528 of Georgia DOT Standard Specification and Bridge Maintenance Activity 830.13.

f) Add approximately 135 square yards of rip rap where needed, divided equally between both abutments. Please refer to Activity 845.01 - Rip Rap Protection of the Bridge Repair Manual for complete details of installation.

g) Remove drift.

h) The removal of over growth vegetation.

Exhibit B

# INTERGOVERNMENTAL AGREEMENT REGARDING HELMER ROAD BRIDGE REPAIR, MAINTENANCE AND EROSION CONTROL

This Agreement is made by and between FAYETTE COUNTY, a political subdivision of the State of Georgia and Clayton County, a political subdivision of the State of Georgia, each of whom has been duly authorized to enter into this Agreement to provide for certain bridge work on Helmer Road Bridge over Camp Creek.

WHEREAS, Clayton County and Fayette County desire to promote an adequate and safe means of transportation by having certain repairs and maintenance activities made to the bridge on Helmer Road (County Road 499) over Camp Creek, these activities being more fully described in Attachment A; and

WHEREAS, Clayton County and Fayette County recognize that the Helmer Road Bridge over Camp Creek is insufficient to carry school buses yet provides more efficient and convenient access between Clayton County and Fayette County schools for extracurricular events; and

WHEREAS, Clayton County and Fayette County desire to coordinate their efforts and work together in performing the maintenance work described above, pursuant to their respective Resolutions; and

NOW THEREFORE, in consideration of the mutual interests, promises, covenants, and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Clayton County and Fayette County agree as follows:

1.

Clayton County and Fayette County hereby agree to coordinate their efforts, as hereinafter provided, in the repair and rehabilitation of Helmer Road Bridge that are listed on the attachment to this Agreement known as Attachment A. Said as Attachment A is hereby adopted in this Agreement by this reference hereto.

2.

COUNTIES' RESPONSIBILITIES

Clayton County agrees to provide the bid specifications and bid letting for the bridge repairs which have been identified in the as Attachment A. Any additional County responsibilities not listed in this paragraph may be contained in the Special Stipulations attachment.

3.

Fayette County shall reimburse Clayton County for 50% of the total cost of the work performed and shall pay Clayton County for the work within 30 days of invoicing. Fayette County agrees to handle any prior local resident work notification within the Fayette County work area.

4.

INDEMNIFICATION

To the fullest extent permitted by law, each respective County agrees to and hereby does defend, hold harmless, and indemnify the other 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 such County that arise out of, or result from, the performance of the Work.

5.

RIGHTS TO THE PROPERTY

Fayette County warrants that it owns or has rights to repair the aforementioned bridge and approaching roadway listed on the Special Stipulations attachment and further warrants that said work will not violate any restrictions, covenants, local or state law.

6.

ADDITIONAL TERMS AND CONDITIONS

Any additional terms and conditions which may exist between 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 which may appear in the Special Stipulations attachment supersede any terms and conditions within this Agreement.

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

Executed on Behalf of
**CLAYTON COUNTY**
This _____ day of
_____, 2014

_____
Jeffrey E. Turner, Chairman
**CLAYTON COUNTY**
COMMISSIONER BOARD OF COMMISSIONER'S

Signed, sealed and delivered this
_____ day of _____, 2014

_____
Notary Public (SEAL)

ATTEST:
CLERK OF THE BOARD OF
COMMISSIONER'S

_____
Sandra Davis, Clerk

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

Executed on Behalf of
**FAYETTE COUNTY**
This _____ day of
_____, 2014

_____
Steve Brown, Chairman
**FAYETTE COUNTY**
COMMISSIONER BOARD OF COMMISSIONER'S

Signed, sealed and delivered this
_____ day of _____, 2014

_____
Notary Public (SEAL)

ATTEST:
CLERK OF THE BOARD OF
COMMISSIONER'S

_____
Floyd Jones, Clerk

Attachment A

BRIDGE REPAIRS

Helmer Road over Camp Creek – Structure ID 063-5015-0

a) Clean and repaint all bearing areas in accordance with GDOT Standard Specification Section 535, using a System VII paint system, paint color to match existing. Please refer to Activity 830.17 - Anchor Bolt Repair in the Bridge Repair Manual for details of installation of anchor bolt repair where necessary. All materials necessary to complete anchor bolt repair to be included under pay item number 501-2000, STR STEEL.

b) Repair an asphalt spall at the east approach roadway. Approximate size of spall is 6’-0” long x 2’-0” wide x 2” deep. Patching mix to be Type 12.5, per GDOT Specifications.

c) The removal of over growth vegetation.

Exhibit C

Funding Plan For Bridge Repair & Maintenance:
December 11, 2014

Joint Project - Fayette & Clayton County

| | Location | Total Cost | Fayette's Portion | Funding Source | Am't Available | Am't Still Needed |
|---|---|---|---|---|---|---|
| Project 1 | McDonough Rd bridge | $ 306,467.10 | $ 153,233.55 | CIP Project 2220A - Hampton Rd @ Flint River | $ 8,000.00 | |
| Project 2 | Helmer Rd bridge | $ 40,650.00 | $ 20,325.00 | CIP Project 2220C - Redwine Rd @ White | $ 8,000.00 | |
| | | | | CIP Project 4220A - McDonough Rd @ Flint | $ 95,000.00 | |
| | | | | CIP Project 4220B - Maint - Multiple Bridges | $ 26,250.00 | |
| | | | | FY2015 Road Dept M&O Budget | $ 25,000.00 | |
| | | $ 347,117.10 | $ 173,558.55 | | $ 162,250.00 | $ 11,308.55 |

Request $11,308.55 from contingency