COUNTY AGENDA REQUEST

Department:	Fayette County Water System	Presenter(s):	Lee Pope, Director
Meeting Date:	Thursday, March 26, 2015	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to award a contract to low bidder, Southeastern Pressure Grouting Quote #934-Q Grouting Lake Peachtree Spillway in the amount of $71,855, and to authorize the County Administrator to sign any associated documents related to this request.

Background/History/Details:

Fayette County Purchasing Department solicited bids for the Lake Peachtree Spillway repair. Two bids were received by the opening date and time deadline. (Exhibit A)

Southeastern Pressure Grouting was the best overall bid submitted, has experience with completing similar spillway projects (i.e.: Void fills Ocmulgee Dam Spillway in Morgan State park and Columbus Water Works) and was the low bid. The proposed methodology offers the best solution and fills voids on both sides of the spillway structure to prevent any undertow which might cause further erosion. The project includes drilling approximately 100-1 ½ inch holes to allow even and thorough displacement of the flow-able grout. The monitoring of these holes will allow the monitoring of the voids to ensure they slowly fill from bottom up.

The proposed maintenance of the spillway will meet the County's obligation per the Lake Peachtree Water Withdrawal agreement (Exhibit B). That agreement outlines the county's responsibility to maintain the spillway in substantially the same condition as the same are in as of the date of this Agreement (were in as of April 1, 1966).

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award a contract to low bidder, Southeastern Pressure Grouting Quote #934-Q Grouting Lake Peachtree Spillway in the amount of $71,855, and to authorize the County Administrator to sign any associated documents related to this request.

If this item requires funding, please describe:

Funds are available in the Water System Renewal & Extension Fund for this project.

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	Yes	County Clerk's Approval	
Administrator's Approval			

Staff Notes:

Fayette County
"Where Quality Is a Lifestyle"
Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, Georgia 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: March 26, 2015

Subject: Request for Quotes #934-Q Lake Peachtree Spillway Grouting

Fayette County and the City of Peachtree City have an intergovernmental agreement which makes water in Lake Peachtree available to the county. The lake is currently drained, so that periodically needed dredging can be done. While the lake is drained, an opportunity exists to add grout to the spillway.

On February 5, 2015 the Purchasing Department issued Request for Quotes #934-Q. The Department contacted three companies which committed to attend a mandatory pre-quote conference on February 6, 2015. Representatives from two of the companies attended the conference, while the third company did not. The two attending companies submitted quotes for the job, as follows:

Company	Quote
Southeastern Pressure Grouting, LLC	$71,855.00
Gibson's Pressure Grouting Service, Inc.	123,780.75
Engineered Restorations, Inc.	No Response

Southeastern Pressure Grouting, LLC submitted the lowest priced quote for the job. In addition to the lowest price, they offer to warranty "all work for the life of the structure," while the other company offered only a one-year material warranty.

The Water System recommends award of the contract to Southeastern Pressure Grouting, LLC. I support their recommendation.

Exhibit A

QUOTE NUMBER: #934-Q

QUOTE NAME: GROUTING LAKE PEACHTREE SPILLWAY

RECEIVED BY DATE: 11:30AM, WEDNESDAY, FEBRUARY 25, 2015

	TALLY SHEET	
	COMPANY NAME	**TOTAL QUOTED AMOUNT**
1.	SOUTHEASTERN PRESSURE GROUTING. LLC	$71,855.00
2.	GIBSON'S PRESSURE GROUTING SERVICE, INC.	$123,780.75
3.	ENGINEERED RESTORATIONS, INC.	NO RESPONSE

Exhibit B

STATE OF GEORGIA

COUNTY OF FAYETTE

LAKE PEACHTREE WATER WITHDRAWAL AGREEMENT

WHEREAS, the County of Fayette, hereinafter the "County", acting by and through its Board of Commissioners, and the City of Peachtree City, hereinafter the "City", acting by and through its Mayor and Council, do enter into an Agreement, hereinafter the "Agreement"; and

WHEREAS, on April 1, 1966 Fayette County did enter into an Agreement with Georgia Utilities Company whereby Georgia Utilities granted unto the County exclusive right for thirty-five (35) years to withdraw water from Lake Peachtree in an amount not to exceed two million (2,000,000) gallons per twenty-four (24) hour day; and

WHEREAS, by Quit Claim Deed said Agreement was transferred by Georgia Utilities Company to Garden Cities Corporation pursuant to that certain Quit Claim Deed dated December 29, 1976, and recorded in Deed Book 157, Page 616 of the Fayette County Records; and

WHEREAS, by Security Deed said Agreement was transferred by Garden Cities Corporation to Equitable Life Assurance Society of the United States pursuant to that certain Warranty Deed dated December 29, 1976, and recorded in Deed Book 157, page 619, Fayette County Records; and

WHEREAS, said certain Agreement was transferred by Equitable Life Assurance Society of the United States to the City of Peachtree City pursuant to that certain Quit Claim Deed dated November 5, 1981, and recorded in Deed Book 248, Page 18, Fayette County Records; and

WHEREAS, the City granted the County in said Agreement the exclusive right and privilege to use the outlet structure and raw water pumping pipe column connected to Lake Peachtree and to construct a water pump with capacity to deliver not in excess of 2,000,000 gallons of water per 24-hour day; and

WHEREAS, said grant and agreement was dated April 1, 1966, and the term thereof a period of thirty-five (35) years from said date; and

WHEREAS, the County is presently developing a tract of land in the City, along Flat Creek, as a reservoir, to be used for the purpose of improving the existing water system; and

WHEREAS, the County desires to issue bonds to provide for said improvement to its existing water system; and

WHEREAS, said bonds must be based on the production of revenue by the existing water system; and

WHEREAS, the County and the City desire to modify the Agreement to extend the grant and franchise for the life of said bonds; and

WHEREAS, the City and County desire to modify the grant and agreement to require the County to maintain Lake Peachtree;

WHEREAS, the present Agreement allows the County to intall and operate a water pumping pipe column with a capacity to deliver not in excess of two million (2,000,000) gallons per twenty-four (24) hour day; and

WHEREAS, the County needs to increase its capacity to four million (4,000,000) gallons per twenty-four (24) hour day;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree as follows:

1.

Condition 1 of the Agreement which is found on page 1 thereof, shall be modified to provide that the County has the right to install and operate a raw water pumping pipe column and to install therein a water pump with capacity to deliver not in excess of four million (4,000,000) gallons

per twenty-four (24) hour day, provided that the level of Lake Peachtree is maintained at its current mean level. Lake Peachtree may only be drawn down from its current mean level at such time as the upper reservoir has been drawn down to its silt pool level and the County Commission has declared a water emergency. The water emergency must be renewed and redeclared by the County Commission every thirty (30) days. Upon the need to expand said water pump capacity based upon the growth of the present Fayette County Water System, the County shall have the right to withdraw additional reasonable amounts of water as permitted by the Environmental Protection Division of the Department of Natural Resources of the State of Georgia so long as the current mean water level of Lake Peachtree is always maintained.

2.

Condition 1 of the Agreement, which is found on page 1 thereof, shall be modified and provide that the term of the grant and franchise shall be for a period of fifty (50) years from the date of this modification, such that such condition shall provide as follows: This grant and franchise shall be dated as of October 11, 1984, and the term hereof shall be for a period of fifty (50) years from such date.

3.

Condition 2 of the Agreement, as found on page 2 thereof, shall be modified to read as follows:

2. County specifically covenants, agrees and warrants that it will during the term of this Agreement maintain the dam, spillway and immediate land area abutting the water line of said Lake, and the outlet structure and raw water piping column referred to in Paragraph 1 above, in substantially the same condition as the same are in as of the date of this Agreement (were in as of April 1, 1966).

County also acknowledges that certain areas of the Lake are prone to buildups of silt deposits, and County therefore

specifically covenants, agrees and warrants that it will reasonably maintain those areas of the Lake (stream and drainage inlets and appurtenant areas as shown on Exhibit "A" attached hereto and made a part hereof), in such a manner that excess silt deposits shall be removed and streams and drainage inlets shall be kept clear and open. County has previously agreed to dredge excess silt from these areas to the depth existing in 1966 concurrently with the construction of a dam for a lake to be constructed north of Lake Peachtree on Flat Creek. The lake bottom established in the above referenced areas by that dredging shall form the standard depth for all future dredging and removal of silt as contemplated by this Agreement. In each successive eight (8) year period after the above referenced dredging is completed, Peachtree City and the County shall jointly inspect and test the condition of those areas set out previously in this paragraph to determine the amount of dredging required, if any, to re-establish the lake bottom in conformance with the above stated standard. Any dredging necessary to reach that standard shall be accomplished within six (6) months of said eight (8) year period.

Notwithstanding anything stated above, the County shall have the obligation to remove silt from said Lake bottom to the standard established above at any time, in any of said areas if the level of silt or any vegetation in any of the said areas protrudes above the surface of said Lake at normal pool elevation.

County further covenants and agrees that it will indemnify Peachtree City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from County's failure to perform such maintenance. If at any time County shall fail to so maintain said dam, spillway, stream and drainage inlets, and immediate land area abutting the water line of said Lake, Peachtree City may, but shall not be obligated to, perform such maintenance, and in such event

County shall reimburse Peachtree City for all reasonable costs and expenses incurred by the City in performing such maintenance. County convenants and agrees that as additional consideration for the grants made by Peachtree City, or its predecessor in title, in paragraph 1 hereof, it will pay a rental in an amount equal to any ad valorem taxes which may hereafter be levied by County upon the real property upon which said Lake is located.

3.

The City and County hereby agree that all other portions of the Agreement shall reamin intact and in force as first written.

IN WITNESS WHEREOF, the City, pursuant to an ordinance duly adopted by its Mayor and Council, and the County, pursuant to an ordinance duly adopted by its Board of Commissioners, have caused this Modification to be signed by the Mayor and Chairman, respectively, and their seals to be affixed hereto on this 29th day of March, 1985.

MAYOR AND COUNCIL OF
THE CITY OF PEACHTREE CITY

By: Frederick Brown, Jr., Mayor

ATTEST:

Frances Meaders, City Clerk

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: Dennis Berkelbaugh, Chairman

ATTEST:

Margaret Malone, Clerk