



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: Community Development **Presenter(s) & Title:** Bethany Watson
City Engineer

Agenda Item Title:

Discussion and Possible Action on Approval of Task Order 5 with Practical Design Partners for West Main Street Pedestrian Corridor - Right of Way Acquisition Services and Drainage Redesign in the Amount of \$96,575.00

Summary:

This Task Order is for the West Main Pedestrian Corridor Acquisition Services and Drainage Redesign

Budget Implications:

Budgeted? Yes No N/A
Total Cost of Project: Check if Estimated
Fund Source: General Fund Water & Sewer Sales Tax Other:

Staff Recommendations:

Staff recommends approval of Task Order 5 with Practical Design Partners for West Main Street Pedestrian Corridor - Right of Way Acquisition Services and Drainage Redesign in the Amount of \$96,575.00.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Proposal
Task Order Agreement



April 11, 2024

Bethany Watson, PE, AICP
City Engineer
Engineering Department
City of Canton
110 Academy Street
Canton, GA 30114

Re: West Main Street Pedestrian Corridor – Right of Way Acquisition Services and Drainage Redesign

Dear Mrs. Watson,

Practical Design Partners, LLC (PDP) appreciates the opportunity to submit this proposal to complete Right of Way (ROW) acquisition services and drainage updates for the West Main Street Pedestrian Corridor Project.

Anticipated Scope of Work:

PDP is partnering with Holt Consulting Company, LLC (Holt) to complete all components of the ROW acquisition process utilizing individuals who are prequalified ROW consultants with GDOT. The following summarizes the anticipated scope of work:

ROW Project Management Services:

1. Holt PM to oversee necessary subconsultants (appraisers, cost to cure engineers, etc.).
2. Holt PM to attend status meetings with PDP PM and City personnel as required.
3. Holt PM to oversee ROW acquisition agents during parcel negotiations.
4. Holt PM to provide bi-weekly status report to PDP PM detailing status of ROW acquisition throughout the lifecycle of the project.

Detailed Cost Estimate (for Negotiation)

1. Review ROW plans, parcel impacts, and obtain County property cards.
2. Project site visit to determine potential damage to trade fixtures, site improvements, major improvements, consequential damages, proximity damages, etc.
3. Comparable sales research within the immediate project area for documentation in detailed ROW cost estimate.
4. Establish framework of detailed cost estimate results (on GDOT detailed cost estimate spreadsheet)
5. Provide project location map, comparable sales/subject map, comparable sales photographs, and subject & sales analysis sheet with detailed ROW cost estimate.
6. Review of final detailed cost estimate and submission to PDP Project Manager.

PO Box 3111
Tucker, GA 30085
Tel: 770-855-4683
www.practicaldesignpartners.com

ROW Negotiation Services:

1. Holt ROW Agent to send introduction letter to property owner with project plans and noting desire to meet to discuss the City's project and parcel impacts.
2. Holt ROW Agent to prepare offer package with forms to include, but not limited to:
 - a. Written Offer Letter
 - b. Summary Statement of Just & Adequate Compensation
 - c. Market Data Information
 - d. ROW Acknowledgement Form
 - e. W9
 - f. Incidental Payments Form (if required)
 - g. Any other forms deemed necessary by the City Attorney
3. Holt ROW Agent to schedule in-person offer meeting with impacted parcel owners. If property owners request offer package be mailed then Holt ROW Agent will mail one (1) hard copy certified USPS and one (1) electronic copy via email.
 - a. Agent will make a minimum of 3 direct contacts with the property owner. Negotiations will be kept to a 30-day maximum. If initial contacts indicate a potential unsuccessful resolution the Agent will discuss directly with ROW Project Manager.
 - b. Agent to present offer of just and adequate compensation of behalf of the City to property owner. Completed forms noted in #2 of this section will be a part of offer package.
 - c. Agent will document all contacts with property owner in a complete & detailed negotiation record.
 - d. All Agreements to Purchase will be presented/approved by City officials. Any counteroffers will be written in a detailed justification analysis and presented to the City for final approval/rejection.
4. Holt ROW Agent will assist the City's attorney in preparation of parcel closing package after the Agreement to Purchase is approved. Forms will include, but are not limited to:
 - a. Parcel legal descriptions
 - b. Settlement & Disbursement Statement
 - c. Parcel plats (colored/uncolored)
 - d. Any other forms as directed by the County's attorney.
5. Holt ROW Agent will compile executed documents in a hard copy parcel file as negotiations progress. Once executed closing documents have been received from attorney HOLT will submit completed parcel file to the City in either hard copy or digital format.

PDP will also redesign the cross-slope of the project to eliminate curb inlets along the north side of W Main Street. The roadway was originally designed in normal crown. However, the perpendicular storm drain crossings created conflicts with the proposed sanitary sewer relocation. Therefore, the roadway will be redesigned to maintain a 2% cross-slope to the south side of the roadway where the closed drainage system can be consolidated. Typical sections, construction plan, cross-sections and drainage profiles will be updated accordingly.



Proposed Schedule:

The schedule duration for ROW acquisition varies depending on the extent of negotiations required. For 5-20 parcels, GDOT’s policy would allow for 12 months. PDP and Holt will work expeditiously to reduce that duration.

Proposed Fee:

Services will be invoiced monthly on an hourly basis up to the maximum amount and hourly rates shown below:

Tasks	Fee Proposal
ROW Acquisition Tasks	
Project Management & Coordination (PDP & Holt)	\$20,475
9 Parcel Acquisitions (ROW and/or easement)	\$27,000
One (1) Detailed Cost Estimate	\$6,000
Revised Offers (up to 4, as needed)	\$3,000
388-C Appraisals (Strip Take Appraisals) Parcels 1, 2, 3, 4, 6, 7, 8, 9	\$22,600
388-N Appraisal (Before & After Appraisal) Parcel 5	\$12,500
Drainage Redesign	\$5,000
Total	\$96,575

The following hourly rates will be utilized during the remaining plan development, ROW acquisition and construction services.

Hourly Rates	
Practical Design Partners	
Principal In Charge	\$250
Project Manager	\$225
Professional Engineer	\$195
Senior ROW Agent	\$175
Project Engineer	\$130

Additional Assumptions:

1. The ROW acquisition will follow the latest plans dated 3/20/2024. Nine (9) parcels require ROW acquisition.
2. Per the City’s request, Holt Consulting will initially negotiate from a detailed cost estimate. If negotiations reach an impasse on a particular parcel, an appraisal will need to be completed and a revised offer will be made before the city can proceed with exercising its eminent domain authority.

3. 388-C Appraisals (strip take appraisals) and appraisal reviews will be completed for Parcels 1, 2, 3, 4, 6, 7, 8 & 9. It is anticipated that only Parcel 5 may require a 388-N appraisal (Before & After) due to impacts to parking/maneuverability. The parking/maneuverability issue will additionally be addressed through a parking specialty study if needed. Restrictions will be placed on the selected contractor to only install the proposed storm drain structure during hours where the on-site business is not open to customers (evenings or weekends).
4. The City's Attorney will provide parcel preliminary title certificates and conduct parcel closings. The City's Attorney will handle any condemnations (if required). No costs for condemnation assistance are included in this proposal. If the City wishes for PDP/Holt to subcontract this part of the project out then we have relationships with numerous attorneys within the Metro Atlanta area with experience in eminent domain projects.
5. There are no relocation parcels involved in this project. If relocation parcels appear later due to design or impacts to existing septic systems then Holt reserves the right to negotiate associated parcel fees. (relocation benefits package preparation, relocation parcel offer, and FMV parcel negotiation).
6. The above fee does not include cost estimates for reimbursing property owners to convert utilities from overhead to underground at buildings.
7. The above fee does not include the actual cost of required property rights (fee simple and/or easement).
8. The above fee does not include any incidental costs of property transfer (recording fees, wire fees, etc.).
9. This project is 100% locally funded by the City of Canton. No federal and/or state funds are being utilized in any phase of the project.

PDP has developed this scope of services and fee proposal based on our current understanding of the existing project. Any additional services not included or any changes to the scope or assumptions provided in this proposal may require a supplemental request to complete the project.

Thanks again for the opportunity to provide our proposal for this pedestrian improvement project! We look forward to continuing our relationship with the City of Canton.

Please let us know if there are any questions.

Sincerely,



Brad Robinson, PE
Vice President

THIS SERVES AS A SUPPLEMENTAL AGREEMENT made as of _____, between the **City of Canton, Georgia, (OWNER)** and **Practical Design Partners (Consultant)**.

Owner and **Consultant** have previously executed a Professional Services Agreement dated April 11, 2022 that defines general terms under which **Consultant** will furnish General Consulting Engineering Services and Project Engineering Services to **Owner**. **Owner** now wishes to engage **Consultant** to provide services in connection with the Project known as Task Order No. 5 – West Main Street Pedestrian Corridor – Right of Way Acquisition Services and Drainage Redesign. The Scope of Services is defined in Task II of the attached letter.

The fee for these services will be a Time and Expense Amount as outlined in Exhibit A of the Professional Services Agreement. Payments will be made monthly in accordance with the number of hours worked by personnel of **Consultant**. The amount will be a not to exceed amount of Ninety-Six Thousand Five Hundred Seventy-Five dollars (\$96,575.00).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:
City of Canton _____

Bill Grant
Name _____

Mayor
Title _____

Signature

Attest:

Consultant:
Practical Design Partners _____

By (Typed Name)

Title

Signature

Attest:

