



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 on Task Order 8 from Keck & Wood for the Prominence Point Pkwy Intersection Improvements Project Right-of-Way Acquisition Services in the amount of \$30,800.00.

Summary:

City Staff has requested a proposal from K&W to provide acquisition services on the Prominence Point Pkwy Intersection Improvement Project. K&W will prepare offer package to property owners, schedule in person offer meetings, work with City officials on offers/counter offers, work with City Attorney in preparation of closing packages, maintain detailed records, among other items.

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:

Reviews:

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

Attachments:

Proposal
Task Order 8

THIS SERVES AS A SUPPLEMENTAL AGREEMENT made as of _____, between the **City of Canton, Georgia, (OWNER)** and **Keck & Wood, Inc.(Consultant)**.

Owner and **Consultant** have previously executed a Professional Services Agreement dated May 1, 2023, 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. 8 – Prominence Point Parkway Intersection Improvements at Publix/Walgreens Driveway Right-of-Way Acquisition Services. The Scope of Services is defined in Attachment A.

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 the personnel of **the Consultant**. The amount will not exceed amount of thirty thousand eight hundred dollars (\$30,800).

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

Consultant:
Keck & Wood, Inc.

Bill Grant

By (Typed Name)

Mayor
Title

Title

Signature

Signature

Attest:

Attest:

Annie Fortner, City Clerk

Approved as to form

Robert M. Dyer
City of Canton
Attorney

ATTACHMENT A



March 17, 2025

Bethany Watson, PE, AICP
City Engineer
City of Canton, GA
bethany.watson@cantonga.gov

As requested, is the proposal to perform the Right- of Way (ROW) acquisition services for the Prominence Point Pkwy Intersection Improvements project within the City of Canton, GA. Keck & Wood, Inc. (The “Engineer”) appreciates the opportunity to provide the City of Canton with professional engineering services for this project.

Scope of Services

Keck & Wood will provide all professional services to assist the City of Canton in completing the tasks as described herein:

ROW Acquisition

- Prepare offer package with forms to include, but not limited to:
 - Written Offer Letter
 - Summary Statement of Just & Adequate Compensation
 - Market Data Information
 - ROW Acknowledgement Form
 - W9 Form
 - Incidental Payments Form (if required)
 - Any other forms deemed necessary by the City Attorney
- Schedule an in-person offer meeting with impacted parcel owners. If the property owner requests offer package be mailed, Agent will mail one (1) hard copy certified USPS and one (1) electronic copy via email.
- ROW Agent will make a minimum of 3 direct contacts with the property owner.
- ROW Agent will present offer of just and adequate compensation to property owner, on behalf of the City.
- ROW Agent will document all contacts with property owner in a complete & detailed negotiation record.
- Options to Purchase ROW will be presented/approved by City officials. Any counteroffers will be written in a detailed justification analysis and will be presented to the City for final approval/rejection.
- ROW Agent will assist the City Attorney in preparation of parcel closing package after Option to Purchase ROW is approved. Forms will include, but are not limited to:
 - Parcel legal descriptions
 - Settlement & Disbursement Statement
 - Parcel plats
 - Any other forms as directed by the City Attorney.
- ROW Agent will submit completed parcel file electronically or hard copy format to City after parcel closing and disbursement of funds by City Attorney.
- If parcel negotiations reach an impasse and the City elects to exercise its right to eminent domain, a formal appraisal will need to be developed, and a revised offer will be made to the property owner. Appraisal costs have been included in the scope and fee.

Project Management

- Client Meetings
- Subconsultants oversight

Assumptions:

- Services or tasks not specifically outlined above are excluded.
- The City’s Attorney will handle any condemnations (if required). No costs for condemnation preparation assistance are included in this proposal.
- Fee does not include the actual cost of required property rights (fee simple and/or easement).
- Fee does not include any incidental costs of property transfer (recording fees, wire fees, etc.).

Schedule

Negotiations will be kept to a 45-day maximum. If initial contacts indicate a potential unsuccessful resolution the Agent will discuss it directly with ROW Project Manager.

Compensation

Compensation for work performed shall be according to the fees noted. Once per month during the existence of this contract, the Engineer shall submit to the City of Canton an invoice for payment based on percent complete of the work performed for the Project through the invoice period. Should additional services be necessary, we will notify the City in advance. Our proposed fees are as follows:

| | |
|---------------------------|-----------------------------|
| ROW Acquisition Services | \$30,800.00 lump sum |
| Total Compensation | \$30,800.00 lump sum |

Any service outside those outlined in this proposal can be performed by Keck & Wood through a separate proposal.

If you have any questions or would like additional information, please contact me at 803-727-6499 or dsabia@keckwood.com. We appreciate the opportunity to work with the City of Canton on this project.

Sincerely,

ACCEPTED by City of Canton

This _____ day of _____, 2024.



By: _____

Daniel Sabia, PE
Project Manager

Title: _____

Attachments:
Agreement Between Owner and Engineer for Professional Services
Concept Layout



TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT; ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superseded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.