

**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 a Preliminary Engineering Agreement for the Hickory Flat Gateway Project with Georgia Northeastern Railroad Company

Summary:

Georgia Northeastern Railroad Company (GNRR) to provide Consulting and Project Management Services to assist the City of Canton with roadway modifications and grade crossing warning device modifications at Marietta Road railroad crossing. The Railroad will conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the project relocation.

Budget Implications:Budgeted? ☐ Yes ☐ No ☐ N/ATotal 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:**

Hickory Flat Concept Layout
GNRR - PE Agreement -Marietta Rd Relocation-Final

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, effective this ____ day of _____, 2026, by and between **Georgia Northeastern Railroad Company LLC, a Delaware limited liability company**, with its corporate address at 10752 Deerwood Park Blvd., Suite 300, Jacksonville, Florida 32256, hereinafter called the “Railroad”; and **City of Canton** a Political Subdivision of the State of Georgia, with an address of 110 Academy Street Canton, GA 30114 , hereinafter referred to as “Proponent”; and individually, hereinafter referred to as “Party,” and collectively, as “Parties.”

NOW, THEREFORE, in consideration of the premises, and the promises and conditions hereinafter set forth, the Parties hereto agree as follows.

1. The Project and the Work.

The Proponent has stated its intention to proceed initially with a project for roadway modifications and grade crossing warning device modifications at Marietta Road, Railroad Mile Post 454.4, DOT Number 340891G, (hereinafter referred to as “the Project”). The Proponent has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad’s work (whether performed directly by Railroad or by others they contract with) associated with such services is called the “Work” in this Agreement. The Railroad is agreeable to complying with the Proponent’s request, subject to the terms and conditions of this Agreement.

2. Payment and Deposit for Work.

The Proponent authorizes the Railroad to proceed with the Work relating to the Project. The Proponent shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Proponent tenders to

Railroad a deposit in the amount \$40,000 (hereinafter, this is referred to as the “Deposit”). The Railroad will apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Proponent of the estimated or actual shortfall and the Proponent within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Proponent’s election.

3. “Cost” as used herein means all costs and expenses of labor, supplies, and material incurred for or in connection with the Railroad’s performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad’s additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.

4. If the Proponent elects to go forward with the Project after these preliminary services are performed, Railroad and Proponent agree to enter into the separate Agreement for the construction and maintenance of the project and other activities, identified as the Crossing License and Maintenance Agreement.

For Railroad:

By: Georgia Northeastern Railroad Company LLC, a Delaware limited liability company

Name: _____

Signature: _____

Title: _____

Date: _____ Witness Name: _____

Signature: _____

Title: _____

Date: _____

For Proponent:

By: City of Canton, Georgia

Name: _____

Signature: _____

Title: _____

Date: _____ Witness Name: _____

Signature: _____

Title: _____

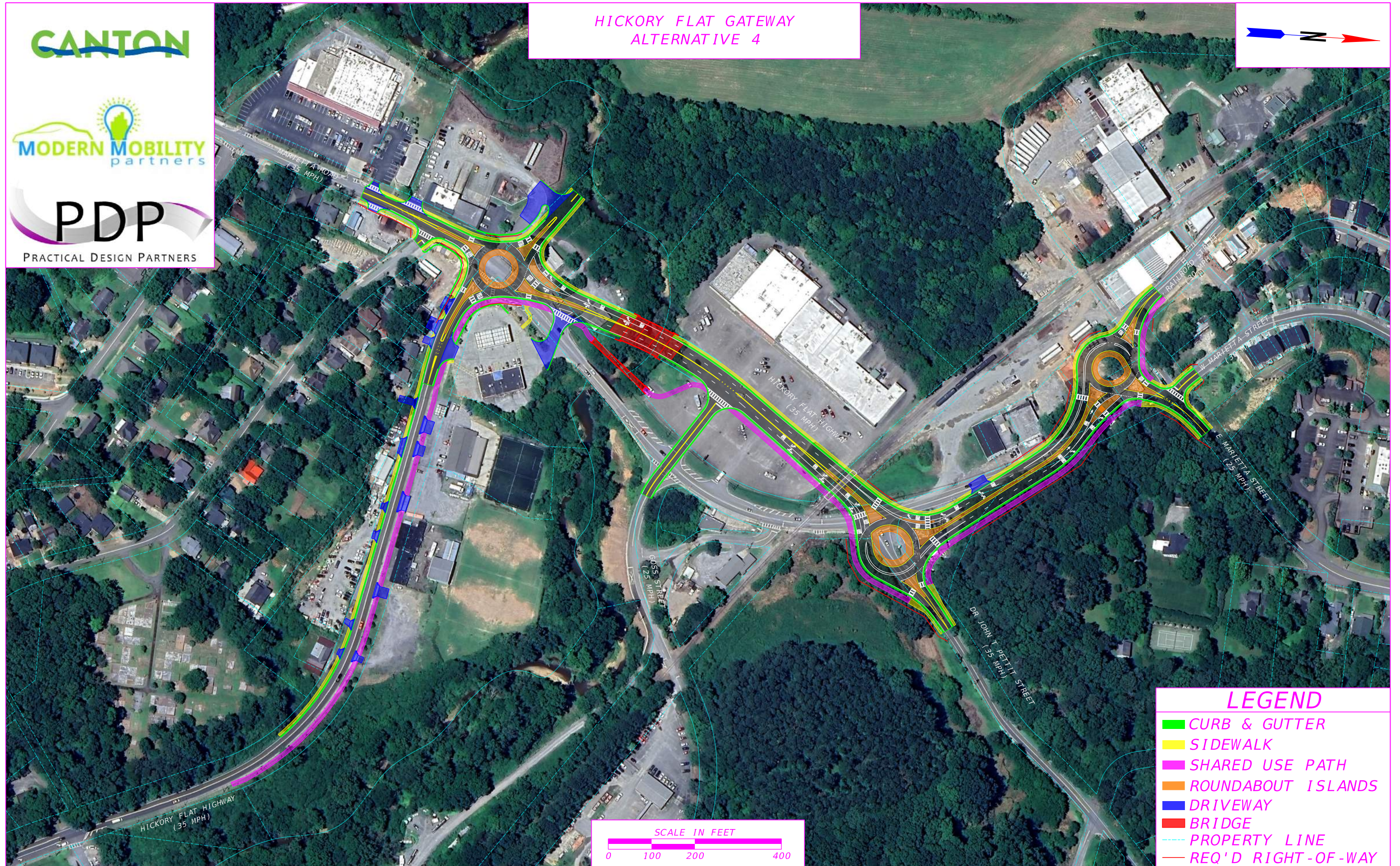
Date: _____

CANTON



PDP
PRACTICAL DESIGN PARTNERS

HICKORY FLAT GATEWAY
ALTERNATIVE 4



SCALE IN FEET



LEGEND

- CURB & GUTTER
- SIDEWALK
- SHARED USE PATH
- ROUNDAABOUT ISLANDS
- DRIVEWAY
- BRIDGE
- PROPERTY LINE
- REQ'D RIGHT-OF-WAY