

**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 the Award of the Task Order 8 for the Transportation Improvement Project Marietta Hwy/Riverstone Parkway at Hwy 140 Intersection Improvement Project Design Services to Michael Baker International in the amount of \$283,150.13.

**Summary:**

Staff has worked diligently with Michael Baker consultants to develop a scope and compensation schedule that satisfies the needs of the City and follows the Local Administered Project requirements, as laid out by GDOT. Based on recommendation by GDOT, City Staff has determined a Master Professional Services Agreement will be formed and then Task Order assignments will be assigned as the project progresses. This is Task Order 8 and will include Right of Way Negotiations, SUE test holes and FEMA Floodplain Zone AE Study.

**Budget Implications:**

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 283,150.13 Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☒ Other: Federal Funding, Impact Fee

**Staff Recommendations:****Reviews:**

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

**Attachments:**

Task Order 8



## TASK ORDER

**MASTER CONTRACT ID #:**  
**TASK ORDER #: 8**

**Total Task Order Amount: \$ 283,150.13**

### **Task Order Funding Project Information:**

**PI #:** 0017789

**County:** Cherokee

**TPRO Description:** SR 140 @ SR 5 BU IN CANTON

The above project task order is made and entered into as of \_\_\_\_\_, (hereinafter referred to as "Task Order Effective Date") by and between the City of Canton (City), through its Office listed in Item # I. (responsibilities and obligations pursuant to this task order will be performed by the individuals identified in Item # I of this task order), hereinafter referred to as the City;

AND

MICHAEL BAKER INTERNATIONAL, INC.

hereinafter referred to as the Consultant.

This task order is made a part of the Professional Services Agreement Master Contract referenced above between the City and the Consultant.

### **I. CITY AND CONSULTANT CONTACT INFORMATION:**

The City's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

**City's Project Manager:**

City of Canton Engineering  
Attn: Bethany Watson, PE, AICP  
110 Academy Street  
Canton, GA 30114

Telephone #: 770-704-1521

E-Mail: [bethany.watson@cantonga.gov](mailto:bethany.watson@cantonga.gov)

**Consultant's Project Manager:**

Michael Baker International, Inc.  
Attn: Paul Murphy, PE  
3930 East Jones Bridge Road  
Suite 220  
Peachtree Corners, GA 30092

Telephone #: 678 966 6641

E-Mail: [pbmurphy@mbakerintl.com](mailto:pbmurphy@mbakerintl.com)

## Task Order Description:

This task order consists of Right of Way Negotiations, SUE test holes and FEMA Floodplain Zone AE Study. All deliverables shall be in accordance with the current edition of the Georgia Department of Transportation (GDOT) Plan Development Process (PDP), Plan Presentation Guide (PPG), Electronic Data Guidelines (EDG), GDOT Design Policy Manual, Environmental Procedures Manual (EPM), and the GDOT Survey Manual. All required engineering studies are considered part of the scope of services

## II. Scope of Services:

The Consultant shall:

- A. Right of way negotiations for additional 9 parcels not covered in Task Order 7 (for a total of 23 Parcels) as well as acquisition services:
  - 1. Prepare title opinions to verify ownership and assure clear title.
  - 2. Prepare appraisal reports and specialty valuation reports, if needed.
  - 3. Attend a Property owner meeting to discuss the land acquisition process.
  - 4. Mail introduction letter to each property owner describing the project and promptly follow up to schedule an initial meeting to discuss parcel impacts and just compensation offer.
  - 5. Present the monetary offer approved by the City of Canton to the property owner and negotiate a settlement
  - 6. Upon receiving a signed conveyance document or option agreement from property owners. THC will deliver executed option agreements to the city attorney to conduct, closing and record the deed.
  - 7. Submit all parcel files to City for record retention.
    - a. Assumptions:
      - i. Closing indeed recorded by City of Canton
      - ii. Appraisal report fees from sub-consultant to be determined after GDOT review appraiser inspection report and included in the contract amendment with THC
      - iii. Specialty evaluation. Reports, if needed will be determined after GDOT review appraiser inspection report and included in the contract amendment with THC
      - iv. Condemnations handled by City of Canton THC will provide condemnation support
      - v. City will manage upkeep of acquired properties. Additional 9 parcels not covered in previous task order for a total Parcel count of 23. Based on plans dated 10/2/2024.
- B. Provide 12 test holes as previous determined with the City of Canton:
  - 1. Top and/or bottom elevation of the utility relative to an above ground mark to a vertical accuracy of +/- 0.1 feet. (This is standard and requires use of an Auto Level)
  - 2. Utility owner (if known)
  - 3. Field sketch showing horizontal location referenced to a minimum of two physical structures existing in the field.
  - 4. Approximate centerline and bearing of utility.
  - 5. Outside diameter of pipe, width of duct bank, and configuration of multi-conduit systems to the extent practical.
  - 6. Utility structure material composition, when reasonably ascertainable.
  - 7. Other pertinent information.
  - 8. Survey of test hole locations will be tied to State Plane Coordinates.
  - 9. Site restoration will include:
    - a. Replacing bedding material around exposed utility lines.
    - b. Backfilling and compacting the excavation using a steel tamper bar in one foot lifts.
    - c. As applicable, providing permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
    - d. For excavations in unpaved areas, restoring disturbed area, to the extent practical, to reflect pre-existing conditions.
    - e. Furnishing and installing permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the utility.
    - f. Surveying the test hole marker.

C. Prepare FEMA Floodplain Studies, Zone AE no designated FW:

**III. AVAILABLE INFORMATION:**

The City shall provide the following:

**IV. DELIVERABLES:**

The following items shall be completed by the Consultant and delivered to the City during the term of this task order as specified by the GDOT Project Manager:

- A. Test Hole Data Forms depicting found utility information in accordance with Standard 38-22 complete with professional seal and signature. SAM will also update the existing CAD file with the test hole location(s).
- B. FEMA Floodplain Study
- C. ROW Services

**V. WORK SCHEDULE:**

The Consultant shall not begin any work on a Task Order until authorized in writing by the City through a Notice to Proceed, which shall provide an effective date for the start of consultant services. Any work, including but not limited to travel, preliminary meeting, planning, etc., performed outside the terms and conditions of this Task Order, or conducted before the Notice to Proceed has been issued by the City, will not be considered for payment.

The Consultant must complete all work between the date of the Notice to Proceed (NTP) and the completion date specified in the NTP letter. In no instance shall any work be authorized beyond the completion date specified unless specifically authorized in writing by a task order time extension. All work specified in this task order shall be completed within \_\_\_\_ month(s) of the Notice to Proceed date, not to exceed the master contract expiration date.

**VI. COMPENSATION (PAYMENT) METHODS:**

The following method of payment(s) to consultant shall be used in accordance with the master contract and 23 CFR 172.9(b) Payment methods:

- [ X ] Lump Sum (Firm Fixed Price) – A fixed/negotiated price not subject to any adjustment; the Consultant agrees to fulfill its obligation under this agreement, regardless of cost with no expectation of additional compensation beyond the agreed upon lump sum price in the performance of the work.

**NOTE:** It is the responsibility of the Consultant to account for costs appropriately and maintain adequate records and supporting documentation to demonstrate costs claimed to have incurred are allocable to this task order, and comply with applicable cost principles. It is important to note that all costs or prices based on estimated costs shall be eligible for Federal-Aid reimbursement, only to the extent that cost incurred or cost estimates included in negotiated prices are allowable in accordance with the Federal cost principles.

**VII. ATTACHMENT LISTING:**

ATTACHMENT A, COST PROPOSAL SUMMARY

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year above first written:

**CITY OF CANTON**

Michael Baker International, Inc.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date

Albert Bowman, PE. Vice President/Office Manager

\_\_\_\_\_  
Printed Name/Title

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Robert M. Dyer  
City of Canton  
Attorney

**ATTACHMENT A**

**COST PROPOSAL SUMMARY**

For delivery of the attached scope, the City agrees to pay a Lump Sum amount of Two Hundred Eighty-Three Thousand, One Hundred Fifty Dollars and Thirteen Cents (\$283,150.13) as summarized below.

<b>Summary by Discipline/Firm</b>		<b>Total Hours</b>	<b>Total Cost</b>	<b>DBE (Yes/No)</b>	<b>DBE Participation</b>	<b>DBE %</b>
<b>Tab</b>	<b>TOTALS ==&gt;</b>	<b>405</b>	<b>\$ 283,150.13</b>		<b>\$ 48,784.28</b>	<b>17.2%</b>
<b>PM1</b>	Michael Baker Intl	24	\$ 5,450.85	No	\$ -	-
<b>Rd1</b>	THC Inc	-	\$ 198,530.00	No	\$ -	-
<b>DS1</b>	Aulick Engineering	256	\$ 48,784.28	Yes	\$ 48,784.28	17.2%
<b>SUE1</b>	SAM	125	\$ 30,385.00	No	\$ -	-

VALUATION SERVICES for PARCELS/EASEMENTS			
Parcel #	Appraisal Type	Type Report	Fee
1	Appraisal - 388 C	1.1	\$2,415.00
2	Appraisal - 388 C	1.2	\$2,520.00
2	Sign Report	1.2 a	\$735.00
2	Cost to Cure - Parking (minor)	1.2 p	\$5,040.00
3	Appraisal - 388 N	3.2	\$7,875.00
3	Sign Report	3.2 a	\$735.00
3	Light Standard	3.2 a	\$735.00
3	Cost to Cure - Parking (minor)	3.2 p	\$5,040.00
4	Appraisal - 388 N	3.2	\$7,875.00
4	Sign Report	3.2 a	\$735.00
4	Light Standard	3.2 a	\$735.00
4	Cost to Cure - Landscaping	3.2 i	\$2,415.00
4	Cost to Cure - Parking (minor)	3.2 p	\$5,040.00
5	Appraisal - 388 C	1.2	\$2,520.00
5	Specialty - Septic Analysis	1.2 l	\$1,995.00
5	Cost to Cure - Septic	1.2 m	\$3,675.00
6	Appraisal - 388 N	3.3	\$9,345.00
6	Sign Report	3.3 a	\$735.00
6	Trade Fixture Report (4)	3.3 d	\$3,570.00
6	Cost to Cure - Parking (major)	3.3 q	\$6,195.00
7	Appraisal - 388 N	3.2	\$7,875.00
7	Sign Report	3.2 a	\$735.00
7	Trade Fixture Report	3.2 d	\$3,570.00
7	Cost to Cure - Parking (minor)	3.2 p	\$5,040.00
8	Appraisal - 388 C	1.1	\$2,415.00
9	Appraisal - 388 C	1.2	\$2,520.00
9	Sign Report	1.2 a	\$735.00
9	Specialty - Septic Analysis	1.2 l	\$1,995.00
9	Cost to Cure - Septic	1.2 m	\$3,675.00
9	Cost to Cure - Parking (minor)	1.2 p	\$5,040.00
10	Appraisal - 388 C	1.2	\$2,520.00
10	Sign Report	1.2 a	\$735.00
10	Specialty - Septic Analysis	1.2 l	\$1,935.00
10	Cost to Cure - Septic	1.2 m	\$3,675.00
11	Appraisal - 388 C	1.1	\$2,415.00
12	Appraisal - 388 N	2.1	\$3,780.00
13	Appraisal - 388 C	1.1	\$2,415.00
14	Appraisal - 388 C	1.1	\$2,415.00
15	Appraisal - 388 C	1.2	\$2,520.00
15	Sign Report	1.2 b	\$735.00
15	Trade Fixture Report	1.2 d	\$3,570.00
15	Cost to Cure - Landscaping	1.2 i	\$2,415.00
16	Appraisal - 388 C	1.1	\$2,415.00
17	Appraisal - 388 C	1.1	\$2,415.00
18	Appraisal - 388 C	1.1	\$2,415.00
19	Appraisal - 388 C	1.1	\$2,415.00
20	Appraisal - 388 C	1.1	\$2,415.00
21	Appraisal - 388 C	1.1	\$2,415.00
22	Appraisal - 388 C	1.1	\$2,415.00
23	Appraisal - 388 C	1.1	\$2,415.00
TOTAL VALUATION			\$151,980.00