

**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 the Award of the Task Order 9 for the Transportation Improvement Project Hwy 140 at Reinhardt College Parkway Intersection Improvement Project Design to Michael Baker International in the amount of \$710,651.39

**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 9 and consists of Programmatic Cost Estimate Updates, Environmental Documentation and Required Studies, Final Construction Plans, Provide Plans, Specifications and Estimates (PS&E), Final Utility Coordination, Prior Rights Research, and Right of Way Acquisition of 26 Parcels.

**Budget Implications:**

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 710,651.39 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 9



## TASK ORDER

**MASTER CONTRACT ID #:**  
**TASK ORDER #: 09**

**Total Task Order Amount: \$ 710,651.39**

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

**PI #:** 0017982  
**County:** Cherokee  
**TPRO Description:** SR 140 @ SR 5 CONN

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. CITYAND 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

**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

## **II. Task Order Description:**

This task order consists of developing final plan design through final design, environmental documentation, and utility coordination and prior rights research. 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.

## **III. Scope of Services:**

The Consultant shall:

### **A. Attend Project Team Meetings:**

The Consultant shall prepare for, attend and prepare meeting minutes for monthly coordination/team meetings for the life of this contract.

### **B. Provide Programmatic Cost Estimate Updates:**

1. Provide annual construction cost estimate update prepared in GDOT CES (if needed).
2. Provide utility plans and utility cost estimate request checklist for annual utility cost estimate request.

### **C. Provide Environmental Documentation and Required Studies:**

1. Prepare Ecology Addendum; field work required
2. Prepare Archaeology Addendum, as needed
3. Prepare History Addendum, as needed
4. Prepare Cultural Resources Assessment of Effects Addendum, as needed
5. Prepare Section 404 General Permit
6. Prepare Environmental Reevaluation for minor changes in design; no changes in required Right-of-Way.
7. Review and update Green Sheet
8. Prepare Buffer Variance Application

### **D. Provide Final Construction Plans:**

1. Provide (2<sup>nd</sup>) submission utility plans, including all plan sets needed for distribution to utility owners.
2. Provide final construction plans for FFPR.
3. Provide complete FFPR request package including all items listed on the latest FFPR checklist and all the construction plan sets required for distribution per the GDOT standard distribution list.
4. Provide completed FFPR checklist.
5. Provide internal final construction plans QC/QA documentation.
6. Prepare final bridge plans (LRFD) for GDOT review and approval.
7. Update construction cost in CES per milestone and annually.
8. Finalize staging plans and staging cross sections.
9. Lockdown plans for permitting.
10. Attend FFPR meeting.
11. Provide responses to comments included in the FFPR report.
12. Prepare and submit corrected FFPR plans.
13. Complete enhancement of proposed surface for 3D modeling.
14. Prepare and submit final construction plans per latest Designer's Checklist for Final Plans Submittal, including all plan sets needed for distribution per the GDOT standard distribution list.

### **E. Provide Plans, Specifications and Estimates (PS&E):**

Provide Plans, Specifications, and Estimate (PS&E) plans to the Department's PM for review and approval by Construction Bidding Administration including revisions, changes and amendments till project letting.

### **F. Provide Final Utility Coordination and Prior Rights Research:**

1. Provide UC services in accordance with GDOT's and City of Canton (COC) Utility Accommodation Policy and Standards, current editions.
2. Attend scheduled Project team meetings. Anticipate one monthly project team meeting with Project Manager. Meetings may be via email update, teleconference, video conference or physical.
3. Prompt Utility owners to acquire COC permits when adjustments are required on off-system routes.
4. Perform 2<sup>nd</sup> utility submission process.
5. Review any new utility permits with the project limits not directly associated with the project for reasons other than accommodating the work.
6. Develop and submit updated preliminary utility cost estimates to MBI as needed.
7. Make an initial assessment of which utility features or facilities believed to be eligible for prior rights based on the proposed project plans and the information provided by the utility company.
8. Establish a date from the easement information and in some cases, pole dates that are physically located on the pole (Georgia Power Company (GPC) poles have nails indicating a year of when the pole was installed), to research old permits, if available, to see if the utility company voluntarily moved facilities from its original location.
9. Field visits as necessary to aid in conclusion of prior rights claim.
10. Research availability of old plan records/right of way records using historical plans located in GDOT's Geo PI website.
11. Once the prior rights claim has been thoroughly researched, communicate the findings to COC/MBI and respond to any rebuttal of concern the utility owner, COC, or MBI may have. A spreadsheet will be provided with an assessment per pole location in similar format in which the claim was made.
12. Through prior rights research some locations may not be conclusive if a prior right exists, if any locations are non-conclusive, we will provide recommendations to the City for their negotiations with the utility owner.

G. Provide Right of Way Acquisition of 26 Commercial/Residential Parcels:

1. Prepare title opinions to verify ownership and assure clear title.
2. Prepare appraisal reports and specialty valuation reports, if needed.
3. Attend property owner meeting to discuss land acquisition process.
4. Mail an 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, executed option agreements will be delivered to the City of Canton attorney to conduct the closing and record the deed.
7. Submit all parcel files to the City of Canton for record retention.

#### **IV. AVAILABLE INFORMATION:**

The City shall provide the following:

#### **V. 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. Monthly Project Status Reports
- B. Environmental Commitments Table.
- C. All documents and reviews for Field Plan Reviews.
- D. Lockdown Plans for permitting.
- E. Approved Final Plans per latest FFPR Checklist; includes but not limited to:
  - a. QC/QA letter with FFPR submission
  - b. Accepted FFPR responses
  - c. 2nd submission utility plans
  - d. Updated construction cost estimate per milestone and annually
  - e. Design Data Book
  - f. Corrected FFPR Plans
- F. PS&E package

- G. Submit Final Plans per latest Designer's Checklist for Final Plans Submittal
- H. Special Provisions, as needed.
- I. Meeting minutes.
- J. Section 404 Permit Application Package and legal advertisement (Nationwide or Regional Permit).
- K. Environmental Reevaluation for Let
- L. Ecology Addendum
- M. Buffer Variance Application

## **VI. 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.

## **VII. 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 ] Cost Plus Fixed Fee – An agreed-upon fixed fee for the Prime and Sub-consultants, together with all allowable incurred costs in the performance of the scope of services. Each individual consultants's fixed fee amounts will not vary with the actual cost in the performance of work by the Prime and/or Sub-consultants.

(Fixed Fee = (Direct Labor + Overhead / Indirect Cost Rate) X 10%);

Note: FCCM is not included in the calculation of the Fixed Fee amount.

**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.

## **VIII. 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 an amount of Seven Hundred Ten Thousand, Six Hundred Fifty-One Dollars and Thirty-nine Cents (\$710,651.39) as summarized below.

Summary by Discipline/Firm		Total Hours	Total Cost	DBE (Yes/No)	DBE Participation	DBE %
<b>Tab</b>	<b>TOTALS ==&gt;</b>	<b>2,747</b>	<b>\$ 710,651.39</b>			
<b>PM1</b>	Michael Baker International	144	\$ 32,792.33	No	\$ -	-
<b>Rd1</b>	Michael Baker International	1,221	\$ 269,808.58	No	\$ -	-
<b>Trf1</b>	Michael Baker International	35	\$ 8,145.29	No	\$ -	-
<b>Env1</b>	Michael Baker International	876	\$ 165,530.41	No	\$ -	-
<b>SUE1</b>	SAM LLC	471	\$ 66,124.78	No	\$ -	-
<b>RW1</b>	THC, Inc.		\$ 168,250.00	No	\$ -	-