

Action Requested/Required:					
✓ Vote/Action Requested ✓ Discussion or Presentation Only Public Hearing Report Date:					
Hearing Date:  Voting Date:					

Department: Public Works	Presenter(s) & Title: Scott Hooper - Public Works Director
Agenda Item Title:	
Discussion and Possible Action of Project	n TSW Contract Amendment for Construction Administration Services for the South Canton Park
Summary:	
Construction Administration Ser- construction phase including ove	dment to the existing professional services agreement for the South Canton Park Project to include vices. This amendment will cover the consultant's continued involvement throughout the ersight, progress meetings, submittal reviews, pay application verification, and coordination with ure compliance with project plans and specifications.
Budget Implications:	
Budgeted? ✓ Yes ☐ No	☑ N/A
Total Cost of Project: \$ 103 Fund Source: General Fund	
Staff Recommendations:	
Staff would ask for a motion to a administration services for South	pprove the contract amendment to the professional services agreement with TSW for construction Canton Park Project.
Reviews:	
Has this been reviewed by M	anagement and Legal Counsel, if required?
Attachments:	
Contract Amendment	



This AMENDMENT (the 'Amendment') is dated and in effect as of

(date) June 25, 2025

This amendment (the "Amendment") is made by:

#### Between:

Owner/Company: City of Canton, GA

Address: 110 Academy Street, Canton, GA 30114

Hereafter referred to as "Owner", and

TSW 1447 Peachtree Street, Suite 850 Atlanta, GA 30309

Hereafter referred to as "Consultant".

# Parties to the agreement for:

Design Services for **South Canton Park** (the "PROJECT")

Dated May 7<sup>th</sup>, 2024, and authorized May 7<sup>th</sup>, 2024 (the "AGREEMENT").

### **Scope of Work**

The Consultant will provide construction administration services for the project, acting as the Owners design representative. This work will include providing input and review of design related items for the duration of the construction phase and other items such as: attending monthly OAC meetings, review of submittals, production of RFI responses, ASI's, and site visits. TSW will compile final punch lists and review close out documents.

## The Agreement is amended as follows:

#### 1. Task 5 – Construction Administration Services

- a. Deliverables
  - Preconstruction kick off meeting (virtual)
  - RFI responses
  - Submittal reviews
  - OAC Meetings biweekly; (virtual & in-person as needed)
  - Final punch walk meeting (1)
  - Final acceptance review (virtual)
  - ASI Issuance
  - Mockup reviews
  - Pay application review and approval.
- 2. Fee Detail: The task shall be completed on an hourly basis, with a total amount Not to Exceed (NTE) \$101,000. The revised contract amount shall not exceed \$500,500.

Task 5 - Construction Administration Services

Hourly - NTE \$101,000

## **Assumptions**

- This work excludes value engineering, or production of a conformed set of drawings based on negotiated changes during the bidding process. Those changes will be additional and be completed for a negotiated fee or as an hourly service as directed by the city.
- Construction administration period is 15 months. Extension beyond that time will be cause for additional services.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

me undersigned agrees	s to the terms of this agreement on be	endii oi	nis or ner or	ganization of business.
On behalf of the Owner:	Date	e:		
	Signature			
Name:	1 A A	Title	):	
On behalf of Consultant		Do	ıte:	06.25.2025
	Signature			
Name:	Adam Williamson	Tit	le:	Principal, TSW