

**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 River Mill Trail Design to BCC Engineering LLC, d/b/a Heath & Lineback in the amount of \$178,150.26

Summary:

In order to streamline coordination between the River Mill Pedestrian Bridge and the redesign of the remaining trail on the north side of the Etowah River, City Staff has requested a proposal for redesign from Heath & Lineback. The trail design will consist of approximately 1,700 linear feet of 10' wide trail on the west side of the Etowah River adjacent from the Mill on Etowah. The trail will start at an existing chain-link fence and gate and then continue north to tie to an existing segment of trail. The design will incorporate the approach to the proposed River Mill Pedestrian Bridge, include drainage crossings, and will transition from a 12' wide trail on the north end to a 10' wide trail beyond the Georgia Power easement.

Budget Implications:Budgeted? ☒ Yes ☐ No ☐ N/ATotal Cost of Project: \$ 178,150.26 Check if Estimated ☐Fund Source: General Fund ☐ Water & Sewer ☒ Sales Tax ☐ Other: _____**Staff Recommendations:**

Staff recommends approval of River Mill Trail Design to BCC Engineering LLC, d/b/a Heath & Lineback in the amount of \$178,150.26

Reviews:Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No**Attachments:**Proposal
Contract Agreement



Heath & Lineback

2390 CANTON ROAD • BUILDING 200 • MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com • phone (770) 424-1668

August 7, 2024

City of Canton
110 Academy Street
Canton, GA 30114

Attention: Bethany Watson
City Engineer

Reference: **River Mill Trail**
Trail Design

Dear Ms. Watson,

Thank you for inviting BCC Engineering, LLC, d/b/a Heath & Lineback to offer our Fee Proposal to provide trail design services for the referenced Project. We appreciate the opportunity to collaborate with you on this Project and look forward to future opportunities.

BCC was established in 1994. Since that time, the firm has diligently worked to meet the needs of our private and public sector clients. BCC specializes in providing planning, design, and construction management services for civil, structural, and transportation related engineering projects. Our engineers are leaders in the Florida and Georgia consulting industry and our staff has all the requisite skill to assure success on a project. We pride ourselves on innovative approaches to solve the difficult challenges faced by our clients with efficient and cost-effective solutions.

Project Description

We understand that the City desires a trail design of approximately 1,700 linear feet of 10' wide trail on the west side of the Etowah River adjacent from the Mill on Etowah. The trail will start at an existing chain-link fence and gate and then continue north to tie to an existing segment of trail. The design will incorporate the approach to the proposed River Mill Pedestrian Bridge, include drainage crossings, and will transition from a 12' wide trail on the north end to a 10' wide trail beyond the Georgia Power easement. We understand that there is currently an encroachment agreement with Georgia Power resulting in the need to stay within existing parameters for the portion within the Georgia Power easement. We also understand that all EPD buffer permitting, and mitigation has already been completed.

Scope of Services

BCC Engineering, LLC, d/b/a Heath & Lineback proposes to provide:

Task 1: Trail Design

- Phase I: Concept
- Phase 2: 50% plans
- Phase 3: 90% & 100% plans
- Phase 4: Pre-Construction Support

Task 2: Geotechnical Investigation

- 8 total borings to depths of 10-15 feet for soil survey.

Task 3: Data Collection and Survey

Task 4: Environmental Analysis

- Ecological Resource Surveys
- Environmental Permitting
- Environmental Assessment
- Public Involvement

The following items are **excluded** from our Basic Services (Scope of Services):

1. Cultural Resource Surveys
2. Underwater archaeology, Phase II testing of archaeological resources, or metal detection.
3. Curation of any artifacts
4. Aquatic survey
5. Biological Assessment and Formal Section 7 consultation
6. Permitting with the US Army Corps of Engineers
7. Right-of-Way
8. Retaining walls or structures
9. Lighting or cameras
10. SUE or test holes
11. Landscaping

Schedule

All work will be completed in 12 months from receipt of Notice to Proceed.

Basic Services Fee

We propose to provide the described Basic Services for a Time and Material fee not to exceed the amount listed below:

Task 1: Trail Design	\$136,635.03
Task 2: Geotechnical	\$15,741.41
Task 3: Survey	\$6,250.00
Task 4: Environmental	\$19,523.82
Total	\$178,150.26

Additional Services

Services beyond those outlined under Basic Services will be provided for an additional negotiated Lump Sum Fee or performed on an hourly basis at the rates indicated on the attached Hourly Billing Rate Schedule, Exhibit A. BCC dba Heath & Lineback will only provide Additional Services upon written request and approval by the Client.

Payments

Invoices will be delivered monthly based on the percentage of services completed and Client shall make payment in full within thirty (30) days after presentation thereof.

Reimbursable expenses and Additional Services will be billed monthly as they are incurred.

If this proposal is not accepted within 90 days, it shall become void.

Our proposal, Exhibit A "Hourly Billing Rate Schedule", Exhibit B "General Provisions" and Exhibit C "Work Authorization" are attached to and made a part of this Agreement.

We hope this Proposal meets your expectations. If this Proposal is acceptable to you, please sign Exhibit C and return a copy to us. We will sign and return one copy to you.

We look forward to engineering your vision.

Sincerely,

BCC ENGINEERING, LLC d/b/a HEATH & LINEBACK

A handwritten signature in blue ink, appearing to read 'Pat Peters', with a long horizontal flourish extending to the right.

Patrick Peters, P.E.

Director of Active Transportation

Attachments:

EXHIBIT A- HOURLY BILLING RATE SCHEDULE

EXHIBIT B- GENERAL PROVISIONS

EXHIBIT C- WORK AUTHORIZATION

EXHIBIT D- PROPOSED CONTRACT FEES

EXHIBIT A- HOURLY BILLING RATE SCHEDULE

This Exhibit is part of the Letter Proposal dated 8/7/2024 between City of Canton and BCC Engineering, LLC d/b/a Heath & Lineback (Engineer) for the above referenced project. The below are raw rates and does not include overhead plus fix fee (10%).

POSITION	HOURLY RATE
Principal Engineer	\$ 91.39
Project Manager	\$ 66.37
Sr. Trail Designer	\$ 85.71
Trail Designer	\$ 40.04
Trail Technician	\$ 23.69
Clerical Admin	\$ 29.40

Rates subject to annual adjustment, starting March 1, 2025.

EXHIBIT B- GENERAL PROVISIONS

1. **General Provision:** This Exhibit is part of the Letter Proposal dated 8/7/2024 between City of Canton and BCC Engineering, LLC dba Heath & Lineback (Engineer) for the River Mill Trail, and shall be incorporated into any agreement between the Engineer and the Client (the "Agreement"). An order by the Client for the commencement of the work and services to begin shall be deemed an acceptance of the Agreement. In case of any conflict between these General Provisions and any other contract document between the Client and Engineer, these General Provisions shall control.
2. **Authority:** The following persons are the only individuals who have authority to sign any form of contract document or otherwise bind the company in writing or verbally: Jose Munoz, Ariel Millan, Luis Rodriguez, Victor Herrera, Alfred Lurigados, Anthony Jorge, Allen Krivsky, John Heath, Warren Dimsdale, Patrick Peters, Phil Ravotti. No other individual has the authority, whether actual or apparent, to bind the Engineer in any respect.
3. **Project Fee:** The Project Fee as presented in this Proposal anticipates that the Project will be completed within one year from the date of the Proposal. In event that there is a delay, for any reason, the Engineer reserves the right to adjust its Service fee rates in use when the work is actually performed.
4. **Payments of Services:** Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. When the Engineer's compensation is on a lump sum fee basis, the statements will be based upon the portion of total services actually completed at the time of billing. If the Engineer's compensation is on an hourly basis, the statements shall be based on time actually expended in providing the services at the rates provided in Exhibit A. Interest of one percent (1%) per month will accrue on accounts unpaid within thirty (30) days of the presentation of the invoice. If the Client fails to make any payment due the Engineer for services and expenses within sixty days (60) days after the Engineer's transmittal of its invoice, the Engineer may, after giving seven (7) days' written notice to the Client, either suspend services under this Agreement until it has been paid in full amounts due for services and expenses or terminate its services altogether, without prejudice to any other remedies available in law or equity. Any unpaid sums will remain due after such suspension or termination, along with all costs incurred by Engineer relating to the suspension or termination of its services. Should the Engineer be required to retain the services of an attorney to collect any unpaid sums (whether through demand, negotiations, or any dispute resolution proceedings), the Engineer shall be entitled to all costs and attorneys' fees associated with the collection effort regardless of whether or not suit is filed.
5. **Non-Contingency:** The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement.
6. **Estimates of Cost:**
 - (a) Since the Engineer has no control over the cost of labor, materials, equipment, or other services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer familiar with the construction industry; however, the Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions or probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as "Additional Services" hereunder by the Client.
 - (b) If a limit with respect to construction or other costs is established by written agreement between the Client and the Engineer, the following will apply:
 - (i) The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then established cost limit will constitute a corresponding revision in the previously agreed cost limit to the extent indicated in such revised opinion.
 - (ii) Any cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

- (iii) The Engineer will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the drawings and specifications prepared by it pursuant hereto and to make reasonable adjustments in the extent of the project to bring it within the cost limit.
- (iv) If bids for construction have not been received within six (6) months after completion of the Engineer's design hereunder, the established cost limit will not be binding on the Engineer, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level or prices in the construction industry between the date of completion of the Engineer's designs hereunder and the date on which proposals or bids are sought.
- (v) If the lowest bona fide proposal or bid exceeds the established cost limit, the Client shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for services in accordance with this Agreement.

7. **Reuse of Documents:** Except as otherwise stated herein, all documents prepared or furnished by the Engineer pursuant to this Agreement are instruments of Engineer's professional service, and Engineer shall retain ownership and property interest therein, including all copyrights. Upon payment in full of services rendered, Engineer grants Client a license to use instruments of Engineer's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, or anyone related to the Project acting through Client, without Engineer's written permission, or use of documents after termination, shall be at their sole risk, and Client agrees to indemnify, defend and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Furthermore, any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

8. **Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by the Engineer as a result of such termination are due immediately. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination, the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

9. **Insurance:** The Engineer is protected by Worker's Compensation insurance (and/or employer's liability insurance), professional liability insurance and commercial general liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

10. **Limitation of Liability:** In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, expresses or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. It is agreed that, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Engineer and its officers, directors, partners, employees, agents, and sub-consultants, and any of them, to the Client and anyone claiming by, through, or under the Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, any act or omission, negligence, tort, strict liability, and/or breach of contract or warranty, express or implied, shall not exceed the total compensation received by the Engineer under this Agreement, or the total amount of \$50,000, whichever is less. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications.

11. **Mutual Waiver of Consequential Damages:** Engineer and Client waive consequential damages (such as loss profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.
12. **Verification of Existing Conditions:** Inasmuch as the renovation/rehabilitation of existing structures or design services requires that certain assumptions be made by the Engineer regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money, the Client agrees to bear all costs, losses and expenses, including the cost of the Engineer's Additional Services, arising from the discovery of unknown conditions, or from any deficiencies or inaccuracies in any information or documentation furnished to the Engineer by the Client or any local or county agencies. Engineer shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its representatives, agents, and subconsultants. Engineer shall have no responsibility for the technical content of Client's its representatives', agents' and consultants' services and information but shall provide written notice to Client if Engineer becomes aware of any error, omission, or inconsistency in such services or information.
13. **Permitting/Zoning:** The Client is herein notified that several City, State, and Federal environmental, zoning, and regulatory permits may be required for this Project. Engineer will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting application and fees, obtaining, and abiding by all required permits. Furthermore, the Client holds the Engineer harmless from any losses or liabilities resulting from such permitting or regulatory action.
14. **Safety:** Should the Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
15. **Indemnification:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its directors, employees, agents, and sub-consultants from any against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Engineer.
16. **Inspections:** Unless otherwise specified in the scope of work, Client agrees that the Engineer will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by the Engineer to verify substantial compliance with the plans, specifications, and design concepts. Continuous inspections by our employees do not mean that the Engineer is observing placement of all materials. "Full-time inspection" means that an employee of the Engineer has been assigned for eight-hour days during regular business hours.
17. **Construction Contract & Responsibilities:** Client understands and acknowledges that (1) Engineer has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the construction work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Engineer shall not be responsible for the Contractor's failure to perform his work in accordance with the requirements of the applicable contract documents.

18. **Taxes:** The purchaser of services described herein shall pay any and all applicable taxes in the manner and in the amount as required by law whether these taxes are in effect at the date of this contract or if they become applicable in the future.

19. **Photographs:** Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer, shall be considered as its property, and may be used by it for publication.

20. **Assignment and Subcontracting:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any third party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in (including, without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer may deem appropriate to assist in the performance of services hereunder.

21. **Confidentiality:** The Client hereby consents to the use and dissemination by the Engineer of data, and information provided to the Engineer for the performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data, or information specifically identified in writing by the Client as confidential, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.

22. **Controlling Law and Venue:** This Agreement shall be governed by the laws of the State of Florida, and any suit or demand for arbitration (if required by contract) filed against the Engineer for anything related to its services covered by this Agreement shall be filed in Miami-Dade County, Florida. As a condition precedent to the commencement of any dispute resolution proceedings between the Client and Engineer, shall first be subject to a meet-and-confer session as a condition prior to mediation, which session shall take place within thirty (30) days after a request by either party. Prior to such session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If no resolution is obtained, they shall submit the dispute to mediation and shall bear equally the costs of the mediation, said mediation to take place in Miami-Dade County. The Parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from the American Arbitration Association ("AAA") in such appointment if they have been unable to agree upon such appointment.

23. **Binding Effect:** This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

24. **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Engineer and the Client, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

25. **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

EXHIBIT C- WORK AUTHORIZATION

City of Canton agrees with the above scope. **BCC Engineering, LLC, d/b/a/ Heath & Lineback** is hereby authorized to proceed.

City of Canton



Print: _____

Print: Patrick Peters

Title: _____

Title: Director of Active Transportation

Date: _____

Date: 8/7/24

BCC ENGINEERING, LLC, d/b/a HEATH & LINEBACK

AGREEMENT FOR CONSULTING SERVICES

between

CITY OF CANTON

and

BCC Engineering, LLC d/b/a Heath & Lineback

for

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between CITY OF CANTON hereinafter referred to as "**Owner**" and BCC Engineering, LLC d/b/a Heath & Lineback, a corporation licensed to do business in the State of Georgia, hereinafter referred to as "**Consultant**."

WITNESSETH:

WHEREAS, **Owner** desires to engage a qualified and experienced engineering consultant to furnish professional services for River Mill Trail hereinafter referred to as the "Project"; and

WHEREAS, **Consultant** has represented to **Owner** that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time;

NOW, THEREFORE, **Owner** and **Consultant** agree as follows:

I. DESCRIPTION OF PROJECT: **Owner** and **Consultant** agree that the Project is as described in **Exhibit A**, entitled "**Description of Project**." **Owner** and **Consultant** recognize that, during the course of performing the consulting work, the Project as described in **Exhibit A** may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES: **Consultant** agrees to perform those services described in Task Orders issued as amendments to this Agreement. Unless modified in writing by both parties, duties of **Consultant** shall not be construed to exceed those services specifically set forth.

- A. Scoped Consulting Services - **Consultant** agrees to perform those tasks described in **Exhibit A**, entitled "**Scope of Work**."
- B. Special Consulting Services - **Owner** and **Consultant** agree that not all work to be performed by **Consultant** can be defined in detail at the time this Agreement is executed, and that additional work related to the Task Order and not covered in **Exhibit A** may be needed during performance of this Agreement. Such work shall be classified as Special Consulting Services. Compensation for such services shall be as agreed to by **Owner** and **Consultant**, and set forth in the written authorization for Special Services. Special Consulting Services include, but are not limited to:

1. Additional consulting for special requirements or studies required by local, state, and federal regulatory agencies when directed by **Owner**.
 2. Presentations for public or special interest groups, if not previously agreed to in **Exhibit A**.
 3. Preparation to serve or serving as a consultant or witness for **Owner** in any litigation or other legal or administrative proceeding involving the Project.
 4. Revisions to previously approved studies, reports, contract documents, or plans and specifications prepared by others, which are beyond the control of **Consultant**.
- C. Scope Changes - **Owner** may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in **Consultant's** cost of performing any part of the contract, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written amendment of such adjustment shall be made. Any claim by **Consultant** for an equitable adjustment shall be made in writing and delivered to **Owner** prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from **Owner**. Nothing in this clause shall excuse **Consultant** from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

III. SCOPE OF OWNER SUPPORT: **Owner** agrees to provide the following:

- A. All criteria and full information as to **Owner's** requirements for the Project.
- B. Available information and data pertinent to the Project.
- C. Timely reviews of work products.
- D. **Owner** shall appoint an **Owner's** representative with respect to work to be performed under this Agreement. Said **Owner's** representative shall have complete authority to transmit instructions, receive information, and interpret and define **Owner's** policies. **Consultant** shall be entitled to rely on representations made by said **Owner's** representative unless otherwise directed in writing by **Owner**.

IV. AUTHORIZATION AND PROGRESS: The Project schedule is listed in **Exhibit B**, entitled "**Project Schedule**." In signing this Agreement, **Owner** grants **Consultant** specific authorization to proceed with work described in **Exhibit A**. Interim milestones and work product submittal dates shall be mutually agreed upon by **Owner** and **Consultant** upon initiation of the work.

V. COMPENSATION: Compensation for services provided under Article II, "Scope of Consulting Services," and described in **Exhibit A** shall be in accordance with the terms set forth in **Exhibit C**, entitled "**Compensation**."

VI. RESPONSIBILITY OF CONSULTANT:

- A. Professional Services: **Consultant** is employed to render a professional service only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. No review of **Consultant's** professional work product, including, but not limited to any plans and specifications, by any of **Owner's** employees or agents shall relieve **Consultant** of any responsibility with respect to such professional work product.
- B. Construction Phase Agent of Owner: In providing construction phase services, **Consultant** shall act as a representative of the **Owner**. **Consultant's** review of submittals or work prepared or performed by other individuals or firms employed by **Owner** shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.
- C. Inspection: It is understood that any inspection provided by **Consultant** is for the purpose of determining compliance with the technical provisions of Project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. **Consultant** does not assume responsibility for methods or appliances used by a contractor, for the safety of construction work, or for compliance by contractors with laws and regulations. **Owner** shall use its best efforts to assure that the construction contract provides that the contractor(s) indemnify **Consultant** as well as **Owner** and that the contractor(s) name **Consultant** as well as **Owner**, as additional insured's on contractor's insurance policies covering Project. **Owner** shall not be liable if contractor does not comply with said provision.
- D. Design Modifications During Construction: During the construction phase of the Project, **Consultant** shall confer with **Owner** for the purpose of resolving discrepancies and conflicts. Any required design modifications which are determined to be the result of error and/or omission by the **Consultant** as a result of not meeting the standard of care applicable will be made immediately by **Consultant** without additional compensation.
- E. Record Drawings: Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. **Consultant** is not responsible for any errors or omissions in the information received from others that are incorporated into the record drawings. The **Consultant** shall provide final Record Drawings of the Project based upon the Contractor's as-built mark-ups. The final record drawings produced by the **Consultant** shall bear the stamp of the professional responsible for the design.

- F. Document Deliverables: Unless otherwise agreed to by the **Owner**, the **Consultant** shall use the following drawing sheet sizes: full size shall be 22-in x 34-in; half-size shall be 11-in x 17-in. The **Consultant** shall provide electronic copies of construction documents and Record Drawings to the **Owner**. These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. **Owner** is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. **Consultant** will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. The electronic deliverables shall be in the following formats:
1. Drawings: AutoCAD and PDF images
 2. Specifications: Microsoft Word and PDF images
- G. Cost Estimates: **Owner** acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. **Owner** acknowledges that such influences may not be precisely forecasted and are beyond the control of **Consultant** and that actual costs incurred may vary substantially from the estimates prepared by **Consultant**. **Consultant** does not warrant or guarantee the accuracy of construction or development cost estimates

VII. INDEMNIFICATION:

- A. To the fullest extent permitted by Laws and Regulations, **Consultant** shall indemnify and hold harmless Owner, and the officers, directors, partners, employees, agents of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, Consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant's** performance of the services described herein (the "Work"), provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Article VII shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

VIII. INSURANCE: Prior to the start of contracted work, **Consultant** shall procure and maintain in force for the duration of the work, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. **Owner** shall be named as additional insured in each of the policies except Workers' Compensation and Professional Liability. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best. Provide 30 days written cancellation notice, return receipt requested.

A. Minimum Limits of Insurance

1. **Commercial General Liability** with combined Bodily Injury and Property Damage limit of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
2. **Commercial Automobile Liability** insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
3. **Workers' Compensation and Employer's Liability insurance** with limit of \$500,000/\$500,000/\$500,000 or minimum required by Labor Code, State of Georgia, whichever is greater. Carrier waives right of subrogation against certificate holder.
4. **Consultant** shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of **Consultant**. Such coverage shall be maintained for a minimum of three years after completion of the services provided hereunder, and **Consultant** shall provide **Owner** with additional certificates of insurance to evidence such coverage throughout said three year period. Policy shall have a continuity or retroactive data on or prior to the date of this Agreement. Policy shall include coverage for pollution incidents including coverage for property damage to soil, surface water, groundwater

and plant/animal life, including damage caused by sedimentation and erosion.

5. **Excess/Umbrella Liability** insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.
- B. **Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions must be declared to **Owner** and accepted by **Owner**. At **Owner's** option, **Consultant** shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.
- C. **Insurance Certificates** – An insurance certificate must be furnished by **Consultant** to **Owner**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, except for the certificate for Professional Liability Insurance, where applicable, must be endorsed with the following affirmative statement: *"Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to **Owner** and to each other additional insured to whom a certificate of insurance has been issued."* Written notice for cancellation due to non-payment of premium will be within 10 days.

IX. SUBCONTRACTS: **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the work to be performed under this Agreement. **Consultant** shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by **Owner**. Subcontractors must comply with the same insurance requirements as the **Consultant**.

X. SUSPENSION OF WORK: **Owner** may suspend, in writing, all or a portion of the work under this Agreement. **Consultant** may request that the work be suspended by notifying **Owner**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend work on Project in the event **Owner** does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XI.

XI. TERMINATION OF WORK: **Owner** may terminate all or a portion of the work covered by this agreement for its convenience at any time. **Owner** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing 15 days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **Owner**. The time spent on such additional work shall not exceed 5 percent of the

time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

XII. CONFLICT OF INTEREST:

- A. **Consultant** certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no employee of **Owner**, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
- B. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **Owner**. If **Owner** determines that a conflict of interest exists, **Owner** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **Owner** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **Owner** within one week of becoming aware of the existence of the conflict of interest.
- C. **Consultant** warrants that **Consultant** and **Consultant's** subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant's** subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, **Owner** shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIII. OWNERSHIP OF DOCUMENTS: Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of **Owner**. **Consultant** may retain reproducible copies of such documents. **Owner** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original documents by **Owner** other than for information and reference in connection with the use, operating and occupancy of the Project by **Owner** and others. **Owner** further agrees that **Owner** will not hereafter disseminate any of such original documents or copies thereof for use by other parties in

connection with consulting services relating to any facilities not owned either by **Owner** or a wholesale customer of **Owner**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **Owner** is disclosed to such other client or any other party.

Consultant agrees that any electronic documents provided to the **Consultant** by the **Owner** for the **Consultant's** use on the Project belong to and remain the property of the **Owner**. The **Consultant** will not disseminate any such documents to third parties without the **Owner's** written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **Owner** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

XIV. CONSULTANT TO COOPERATE WITH OTHER CONSULTANTS: If **Owner** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **Owner** and the **Owner's** employees, and carefully fit its own work to such additional work as may be directed by **Owner**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other **Consultant** or independent contractor of **Owner** or any employee of **Owner**.

XV. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, **Consultant** agrees as follows: (1) **Consultant** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) **Consultant** will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) **Consultant** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

XVI. SECURITY AND IMMIGRATION ACT:

- A. **Consultant** and its Subcontractors shall register and comply with OCGA 13-10-90 et. seq. and Georgia Department of Labor Chapter 300-10-1. Contractors and Subcontractors who enter into contracts with public employers are required to register and participate in the Federal Work Authorization Program to verify work eligibility information of new employees. **Consultant** is required to fill out the following forms located in **Exhibit C** attesting to their status under this program and that they will pass on the same requirements to their Subcontractors as required by OCGA 13-10-90 and 13-10-91; GA Department of Labor 300-10-1:
 - 1. Security and Immigration Compliance Act Certification
- B. Pursuant to Code of Georgia 13-10-90 et. seq., the Georgia Security and Immigration Compliance Act of 2006, the following forms located in Exhibit E shall be completed by the **Consultant** and Subcontractors prior to Award.
 - 1. Contractor Affidavit and Agreement (to be completed by **Consultant**)

2. Subcontractor Affidavit and Agreement

- C. **Consultant** understands and agrees that compliance with the requirements of OCGA 13-10-90, OCGA 13-10-91, and Georgia Department of Labor Rule 300-10-1 are conditions of this Agreement. **Consultant** further agrees that such compliance shall be attested by **Consultant** and its Subcontractors by execution of the appropriate Contractor Affidavit and Agreement and Subcontractor Affidavit forms included in Exhibit E.

XVII. AUDITS AND INSPECTORS: At any time during normal business hours and as often as **Owner** may deem necessary, the **Consultant** shall make available to **Owner** and/or representatives of **Owner's** Department of Internal Audit for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **Owner** and/or representatives of its Department of Internal Audit to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. **Owner's** right to audit and inspect **Consultant's** records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **Owner** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

XVIII. INDEPENDENT CONTRACTOR: **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **Consultant** or any of its employees to be the agent, employee, or representative of **Owner**, except that the Scope of Consulting Services described in **Exhibit A** may include having employees of **Consultant** serve as a representative of **Owner** during the Project.

XIX. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **Owner** or **Consultant** without prior written consent of the other.

XX. INTEGRATION: This Agreement represents the entire understanding of **Owner** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

XXI. JURISDICTION: This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Owner

City of Canton

110 Academy Street

Canton, GA 30114

Consultant

BCC Engineering LLC, d/b/a
Heath & Lineback

2390 Canton Road Building 200

Marietta, GA 30066

XXIII. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

XXIV. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXV. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

XXVI. INTERPRETATION: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

XXVII. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

XXVIII. TIME OF ESSENCE: Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

Owner:

City of Canton

Bill Grant

By (Typed Name)

Mayor

Title

Signature

[SEAL]

Attest:

Annie Fortner

City Clerk

Witness

Address for Giving Notice:

City of Canton

110 Academy Street

Canton, Georgia 30114

Approved as to form

Robert M. Dyer,

City of Canton

Attorney

Consultant:

By (Typed Name)

Title

Signature

[SEAL]

Attest:

Witness

Address for Giving Notice:

(Attach evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement)

LIST OF EXHIBITS

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Compensation
Exhibit D	Immigration Forms

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PROJECT SCHEDULE

EXHIBIT C COMPENSATION

I. TIME AND EXPENSE COMPENSATION

Services provided under **Exhibit A** for all described tasks shall be compensated reimbursable time and expense basis. Compensation shall be based on time related charges, plus direct expenses. The total compensation ceiling, for completion of services described in **Exhibit A**, shall be (\$xxxxxxx). This price shall be modified only if the scope of services is changed in accordance with Article II. C.

Time related charges are hourly salary rates plus fringe benefits, general and administrative overhead, and profit. Overhead includes general and administrative costs not identifiable as directly allocable to the Project. Profit includes state and federal income taxes, plus profit. Time related charges shall be the total hours worked on the Project by each employee; multiplied by the employee's hourly salary rate; multiplied by a fringe benefit, overhead, and profit factor.

Direct expenses are charges other than those included in time related charges incurred for the Project. Expenses incurred shall be billed at actual purchase price. Expenses include, but are not limited to:

- Services and equipment use applicable to Project such as special accounting, computer and electronic data processing, field testing and laboratory analysis.
- Reproduction services applicable to Project such as reproducing drawings, photocopying, printing and binding.
- Communication services applicable to Project such as telephone, telecopy, telegraph, cable, express delivery, and postage.
- Subcontracted services applicable to Project.
- Living and traveling expenses of employees when away from home office on business applicable to Project.
- Automobile mileage applicable to Project at federal mileage rate.

Invoices shall be submitted monthly for the work completed during the previous billing period. Invoices shall include breakdown of hours worked by and salaries paid to each employee charging time to the Project and direct expenses charged to the Project. Time and expense charges shall be separated by tasks.

Owner shall not be obligated to reimburse Consultant for costs incurred above the compensation ceiling unless Owner agrees in writing to do so.

Additional information on the compensation is provided in the following tables.

EXHIBIT D
IMMIGRATION FORMS

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a City of Canton contract for public benefit as referenced in O.C.G.A § 50-36-1, I am stating the following with respect to my application for a City of Canton contract for public benefit:

- 1) _____ I am a United States citizen
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Date:

Printed Name of Applicant

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Canton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.: _____

Date of Authorization: _____

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Canton, Georgia

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20__

Notary Public

My commission expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under contract with _____ (name of contractor) on behalf of the City of Canton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Canton, Georgia

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This ____ day of _____, 20__

Notary Public

My commission expires: _____