

**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 BCC Engineering, LLC d/b/a Heath & Lineback Construction Administration Services for the River Mill Pedestrian Bridge and Trail at the Mill on Etowah in the amount of \$97,500.

Summary:

Staff has requested a proposal from BCC Engineering, LLC d/b/a Heath & Lineback, as the design engineer, to provide construction administration support for the River Mill Pedestrian Bridge and Trail at the Mill on the Etowah. This support will include shop drawing review, pre-construction meeting attendance, responding to RFIs (Request for Information), plan revisions, etc.

Budget Implications:Budgeted? ☒ Yes ☐ No ☐ N/ATotal Cost of Project: \$ 97,500.00 Check if Estimated ☐Fund Source: General Fund ☐ Water & Sewer ☒ Sales Tax ☒ Other: Imfact Fee**Staff Recommendations:**

Staff recommends approval of BCC Engineering, LLC d/b/a Heath & Lineback Construction Administration Services for the River Mill Pedestrian Bridge and Trail at the Mill on Etowah in the amount of \$97,500.

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



Heath & Lineback

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hle@heath-lineback.com • phone (770) 424-1668

11/24/2025

City of Canton
110 Academy Street
Canton, GA 30114

Attention: Bethany Watson
City Engineer

Reference: **Project # 231101_River Mill Pedestrian Bridge and Trail at the Mill on Etowah**
Proposal to Provide Construction Administration Services

Dear Bethany,

Thank you for considering BCC Engineering, LLC, d/b/a Heath & Lineback's Fee Proposal to provide Construction Administration Services for the referenced Project. We appreciate the opportunity to collaborate with you on this Project and look forward to future opportunities.

It is our understanding that the City has requested a proposal to provide construction support including shop drawing review, attendance at pre-construction meeting, responding to RFIs (Request for Information), plan revisions, etc. This letter serves as our proposal for Construction Administration Services for both the pedestrian bridge project and trail project which are proposed to be let at the same time.

Basic Services (Scope of Services)

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

- Project management and coordination
- Assistance with bid documents
- Provide responses to questions during the bidding for City approval
- Attend pre-construction meeting
- Attend bi-weekly meetings through duration of construction
- Shop drawing reviews, including
 - Prestressed and Non-prestressed Concrete Beams
 - Metal Deck Forms
 - Elastomeric Bearings
 - Metal Handrail
 - Pre-Fabricated Steel Truss
 - Soil Nail Wall
- Provide responses to Contractors Request for Information (RFIs)
 - Review and provide responses for up to a combination of eight (8) RFIs
- Provide plan revisions through construction final acceptance
 - Provide up to four (4) minor Use On Construction plan revisions
- Perform up to three (3) construction site visits within duration of construction
- Coordinate the final inspection and final punch item list for review and approval by the City
- Perform initial erosion inspection and provide 7-Day Letter
- Attend virtual bi-weekly owner, engineering, and contractor meetings for twelve (12) months

Deliverables

The following items shall be completed by the consultant and delivered to the Client during the term of the contract:

- Reviewed shop drawings
- "Use on Construction" plan sheets (if necessary).
- RFI responses.
- 7-Day Letter
- Final punch list

Schedule

To Be Determined

Basic Services Fee

We propose to provide the described Basic Services for a Lump Sum fee not to exceed the amount listed below:

- **Proposed Construction Administration Services** **\$97,500**

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 "General Provisions" and Exhibit B "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 B 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



Bruno C. Barros, PE, CBI
Director of Structures
BCB/TBS

Attachments

EXHIBIT A - GENERAL PROVISIONS

1. **General Provision:** This Exhibit is part of the Letter Proposal dated 11/24/2025 between City of Canton (Client) and BCC Engineering, LLC dba Heath & Lineback (Engineer) for the Project # 231101_River Mill Pedestrian Bridge at the Mill on Etowah project 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, Warren Dimsdale, Patrick Peters, Bruno Barros. 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 1 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. 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. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 B - 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

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

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____