



CITY OF DAHLONEGA

City Council Special Called Meeting - Amended Agenda

January 17, 2023, 4:00 PM

Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega's resources.

CALL TO ORDER AND WELCOME

APPROVAL OF AGENDA

NEW BUSINESS

1. Appointment of City Manager
JoAnne Taylor, Mayor
2. Appointment of Council Representative to the DDA
Mary Csukas, City Clerk
3. Appointment of Mayor Pro-Tem
JoAnne Taylor, Mayor
4. Request for Proposal for Rental Management at the Head House
Mary Csukas, DDA Director
5. Happy Hollow & Hwy 52 Water Main Engineering Contract
Mark Buchanan, City Engineer
6. 2023 Municipal Election Qualifying Fees
Mary Csukas, City Clerk

ADJOURNMENT



City Council Agenda Memo

DATE: January 6, 2023
TITLE: Request for Proposal for Rental Management at the Head House
PRESENTED BY: Mary Csukas, DDA Director

AGENDA ITEM DESCRIPTION:

Approval to allow the DDA to publish a request for proposal to retain the services of a real estate professional to manage the rental of the first floor of the historic Head House for at least the first year. The scope of work will include a person/firm who is licensed, has placed a predetermined number of retail clients into spaces, has proven success in managing retail space clients, etc.

HISTORY/PAST ACTION:

The DDA met on November 3, 2022 and voted to proceed with determining criteria for a tenant at the historic Head House. The Board decided that Council approval of the action was the next necessary step in the process.

FINANCIAL IMPACT:

The DDA proposes that this department budget the cost of this service as the expected rental revenues will assist with covering this cost.

RECOMMENDATION:

The staff recommends allowing the DDA to move forward in creating and publishing the RFP.

SUGGESTED MOTIONS:

I make a motion to allow the DDA to issue an RFP document retaining the services of a real estate professional to manage the rental space on the first floor of the Head House.

ATTACHMENTS:



City Council Agenda Memo

DATE: January 4, 2023
TITLE: Happy Hollow & Hwy 52 Water Main Engineering Contract
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

Staff is requesting approval to enter into a contract (see attached) with Rochester and Associates to perform engineering design of a proposed water main located primarily along portions of West Main Street from the Mount Hope Cemetery Entrance to Morrison Moore Parkway, GA Hwy 52W and Happy Hollow Road.

HISTORY/PAST ACTION:

Engineering was approved for this FY during the budget process.

FINANCIAL IMPACT:

The contract's fixed fee is \$62,600, with the potential for additional services not yet determined. At this time, no additional services are expected.

RECOMMENDATION:

Staff recommends approval of execution of the attached contract.

SUGGESTED MOTIONS:

"...motion to approve execution of the contract provided by Rochester and Associates on December 15, 2022."

ATTACHMENTS:

Contract & Proposal Acceptance; 11 pages total.

December 15, 2022

Via: E-Mail

Mr. Mark Buchanan, PE
City Engineer & Public Works Director
City of Dahlonega
465 Riley Road
Dahlonega, Ga. 30533

Re: City of Dahlonega – State Route (SR) 9, Happy Hollow and West Main Waterline Replacement Project

Dear Mr. Buchanan,

Rochester & Associates, LLC. (RAI) is pleased to submit the following proposal for professional services for the above referenced project. We are excited about the opportunity to work with you and look forward to starting work. This proposal briefly discusses our understanding of the scope of work and our fees for these services.

Location: City of Dahlonega
Dahlonega, Georgia

1.0 SCOPE OF SERVICES

SERVICES – RAI (Consultant) shall provide the following Professional Engineering, Consulting and Surveying Services for the project referenced above. The project will be reviewed for approval by the following governing jurisdictions and agencies; City of Dahlonega and Georgia Department of Transportation (GDOT), Environment Protection Division (EPD) and National Resource Conservation Service (NRCS) for erosion control. The scope of the project is to assist the City of Dahlonega with surveying, design, permitting and construction administration for the approximately 6,600 linear foot (LF) waterline replacement project. Site improvements will likely include approximately 4,000 LF of 12" ductile iron pipe (DIP) along SR 9, approximately 700 LF of 8" DIP along Happy Hollow Road and 850 LF of 8" DIP along West Main Street. The project will also include three jack & bore crossings on SR 9. We assume all other crossings will be open cut.

1.1 PRE-DESIGN SERVICE ITEMS

1.1.1 GROUND RUN TOPOGRAPHIC SURVEY – RAI will prepare a field run topographic survey of the proposed approximately 6,600 LF waterline layout as shown on the attached exhibit. Topographic mapping and survey will show and include ground identifiable planimetric features. Location survey to include:

- Location and sizes of storm sewer systems, manhole, catch basin, drop inlet, curb inlet with rim and invert elevations, if accessible; pipe size; inverts and material, if accessible; headwalls, flared end sections; other drainage structures, if accessible.
- Sanitary sewer systems; manhole rims and inverts, pipe sizes and materials, if accessible.
- Location of valves, meters and other gas main appurtenances, if accessible and surface evident.
- Location of valves, meters, hydrants and other water main appurtenances, if accessible and surface evident.
- Horizontal location of overhead electric lines, telephone lines and appurtenances.

- Location of other underground utilities on or adjacent to the project site, if accessible and surface evident in the field.
- Top of banks, centerline of creek and wetland flags if marked by others.
- Topographic features of lakes (edge of water), streams, swales, pavement and swampy areas within area.
- Location of fences, walls, slabs and materials of which they are constructed.
- Location of existing signs.
- Vertical Datum (NAVD 88).
- State Plane Coordinate Datum (NAD 83 GA West Zone).
- Contour interval will be 2 feet.

Scope of Services does **NOT** include the following:

- Determination of size, depth, and pressure of water, force main or gas mains.
- Determination of size & depth for electric, phone & cable lines.
- The determination of overhead utility wire height, voltage or use.
- Proposed centerline staking.
- Proposed easement or right-of-way staking.
- Survey of additional areas outside the limits of work described above.

- 1.1.2 UTILITY LOCATION – RAI will develop a Quality Level B (QL-B) Utility Location Survey as defined by “*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*” (ASCE CI 38-02). RAI will coordinate and contract with a 3rd party Subsurface Utility Engineering (SUE) sub consultant to “*designate*” (locate and mark) the location of underground utilities within the survey limits designated in Exhibit C.

RAI and/or its subconsultants will expend reasonable efforts to determine the actual location of all locatable existing underground utilities within the project area. This work will include collecting and reviewing existing infrastructure information as well as researching available plans from the appropriate utility owner(s). Paint and/or flags will be placed on the ground directly above all traceable underground utilities within the specified area. Each utility will be marked with a specific color. QL-B involves the application of appropriate surface geophysical methods such as Electromagnetic Locators and radiofrequency techniques to determine the existence and horizontal position of metallic and non-metallic utilities that contain accessible metallic tracer wires.

The information obtained in this manner will be surveyed by field location relative to project control. RAI will show horizontal location and size of existing utilities such as storm sewer, sanitary sewer, gas, water, electrical, telecommunications, etc. Sizes for pipes not physically located and or visible will be based upon record information. Notes will be placed on the sketch indicating possible existence of underground utilities and improvements that were not marked on the ground if possible.

1.2 ENGINEERING DESIGN SERVICES

- 1.2.1. SITE LAYOUT PLAN – RAI will prepare construction documents in accordance with City of Dahlonega, EPD and GDOT requirements, which shall include the RAI field-run topographic information for the 12” & 8” DIP waterline design. The plans will include existing conditions, grading and associated infrastructure along with preparing the applicable construction notes, details and appurtenances thereto. The project will also include three proposed jack & bore crossings on SR 9. The existing water lines will be abandoned in place. We assume all other crossings will be open cut. Services under this Task do NOT include preparing landscape, hardscape or tree protection plans. No water system modeling is included.

- 1.2.2. EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) – Prepare an ESPC Plan for the site development in conformance with NPDES, Georgia and City of Dahlonega Erosion Control Ordinances. Work shall include a narrative description summarizing existing conditions, proposed uses, maintenance issues and activity schedules. Work shall also include the preparation of the Notice of Intent (NOI) application to be completed on the EPD GEOS website. ROCHESTER will assist the Client to digitally register as a Responsible Official and enter the required information including any contractor involved in the land disturbance activity. All reporting and uploading to website will be responsibility of Geotechnical Engineer handling the sampling and erosion inspections.
- 1.2.3. EROSION CONTROL SITE VISIT – Services include one required site visit to the site after Phase I erosion control measures have been installed in accordance with NPDES permit requirements to monitor the effectiveness of the silt & erosion control measures provided in the construction plans. ROCHESTER will provide a report of any deficiencies in the siltation and erosion control measures within 7 days of the site visit. The Client must notify RAI within 7 days of the installation of Phase I erosion control measures. The services provided under this item do not cover the calculation of quantities nor surveying.
- 1.2.4. DOMESTIC WATERLINE PLAN – RAI will prepare a waterline plan in accordance with the requirements of the City of Dahlonega, EPD and GDOT. The plans will show the alignment of the proposed extension from an existing waterline on the South side of Happy Hollow Road along the North side of SR 9 and the south side of West Main Street including associated notes and details. Services under this Item do NOT include water modeling and we assume the existing line will provide adequate pressure for the line extension.

1.3 MEETINGS, REGULATORY COORDINATION & PERMIT PROCESSING

- 1.3.1. MEETINGS/REGULATORY COORDINATION - RAI will attend meetings and participate in telephone calls to discuss the project and regulatory compliance issues, as requested by you or your representative. Rochester will also assist in tracking the permit through the regulatory process and keep you updated on our findings.
- 1.3.2. PLAN PROCESSING – Assist Client in obtaining approval of plans and/or permit(s) for construction. Services to include meeting(s) with said governing agency, Client, and/or any agent thereof as required to obtain said approvals and/or permit(s). Anticipated permit submittals include: a (GUPS) permit from the GDOT, A waterline extension permit or approval from the EPD and an erosion & sediment control permit from the NRCS and a land disturbance permit from the City of Dahlonega.
- 1.3.3. REIMBURSABLES – RAI will provide printing, exhibits, and other reimbursable items.

1.4 MISCELLANEOUS SERVICES

- 1.4.1. SPECIFICATIONS – RAI will prepare technical specifications for the project based upon the design drawings. Specifications will be in Construction Standards Institute (CSI) Format, based on the Consultant's standard Division 2-16 specifications. RAI will provide the technical specifications to the Client to finalize and bound.
- 1.4.2. QUANTITIES TAKE OFF – RAI will prepare quantity takeoff of project development items to be used for project cost estimating and bidding purposes by the Owner.

- 1.4.3. **OPINION OF PROBABLE CONSTRUCTION COST** – RAI will develop an opinion of probable construction cost and estimate construction duration for the work based on the 95% design submittals for the above-mentioned scope of service.

1.5 MISCELLANEOUS SERVICES

- 1.5.1 **CONSTRUCTION ADMINISTRATION** – RAI assumes a construction duration of approximately 3-4 months for the project and will perform and estimated 4 site visits for the following construction related tasks. Additional site visits or meetings will be invoiced hourly.

- Pre-construction conference
- Shop drawing and submittal review
- Response to request for information
- Change order review and recommendation
- Pay application review and recommendation
- Construction observation site visits for general conformance
- NPDES 7 day erosion control site inspection
- Project Punchlist
- Bidding Services, if requested
- Project coordination meetings, if requested
- Review of pond as-built provided by contractor

- 1.5.2 **RECORD DRAWINGS** – It is assumed that as-built record drawings are the responsibility of the contractor and no fee for this work is included in this proposal.

1.6 ADDITIONAL SERVICES

- 1.6.1. **ADDITIONAL ITEMS** – If authorized in writing by the Client, the Consultant shall furnish or obtain from other additional sources, such items as: soil testing, rock quantities, flood plain investigations and studies, outfall sewers, pump stations, as-built drawings, reports, etc., which shall be paid for by the Client at an agreed upon price. The per hourly rates for the engineering and surveying services are included herein.

2.0 COMPENSATION

COMPENSATION FOR SERVICES - The Consultant shall be paid the following fees for the services set forth under the Scope of Services.

TOTAL FEE:		\$ 62,600.00	Fixed Fee
1.1.	Pre-Design Service Items		
1.1.1.	Ground Run Topographic Survey	\$ 8,800.00	Fixed Fee
1.1.2.	Utility Location	\$ 4,600.00	Fixed Fee
1.2.	Engineering Design Services		
1.2.1.	Site Layout Plan	\$ 27,900.00	Fixed Fee
1.2.2.	ESPC Plan		Included in 1.2.1.
1.2.3.	ESPC Site Visit		Included in 1.2.1.
1.2.4.	Domestic Waterline Plan		Included in 1.2.1.
1.3.	Meetings, Regulatory Coordination & Permit Processing		
1.3.1.	Meetings/Regulatory Coordination	\$ 2,900.00	Fixed Fee
1.3.2.	Plan Processing	\$ 2,900.00	Fixed Fee

1.3.3.	Reimbursables	\$ 1,500.00	Estimate
1.4.	Miscellaneous Services		
1.4.1.	Specifications	\$ 1,900.00	Fixed Fee
1.4.2.	Quantity Take Off	\$ 1,900.00	Fixed Fee
1.4.3.	Opinion of Probable Cost	\$ 2,000.00	Fixed Fee
1.5.	Construction Administration		
1.5.1.	Construction Administration	\$ 8,200.00	Fixed Fee

1.6 ADDITIONAL SERVICES - HOURLY RATES

For Hourly Rates see the attached EXHIBIT A

3.0 SCHEDULE

ESTIMATED TIME OF COMPLETION - Our anticipated time of completion of Task 1.1 and 1.2 for this project is **Eight to Ten (8-10) weeks from receipt of the Purchase Order**. The receipt of the completed Proposal Acceptance form attached hereto shall constitute Notice to Proceed. Inclement weather or other acts of God beyond our control may also delay the delivery date.

EXCLUSIONS AND BASE TERMS

1. This proposal is valid for 60 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2022.
2. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.
3. The delineation, permitting or mitigation of any potential stream/wetland areas is not included in this proposal.~ We have assumed no State EPD or DNR variances for tributary buffer encroachment will be necessary for the development of this site.~ Any variances required will be billed on an hourly basis over and above the fees quoted within this proposal.
4. No construction staking services are included in this proposal; however, these services can be provided under separate contract.
5. No traffic impact study or traffic signal analysis design services are included in this proposal; however, these services can be provided under separate contract.
6. No multi-use trial design services are included in this proposal; however, this service can be provided under separate contract.
7. No geotechnical services are included in this proposal; however, these services can be provided under separate contract.
8. No telephone, electric, cable television or gas line design is included. The location of these existing utilities based on utility company records can be included only if specifically requested. If required, additional fees will be necessary. Rochester & Associates, Inc. cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
9. As-built drawings are not included in this proposal.
10. No preparation, submittal or processing of variance or zoning applications are included in this proposal.
11. Our scope includes coordination with a structural engineer for the design of retaining walls and other site related structures (if required) however; no structural design services are included in our fees.

12. Any revisions or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.
13. Any revisions made after municipal approval of the site construction drawings or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.
14. We will assist the City with permitting a water line extension submittal with the EPD's Cartersville Branch office.
15. We assume no water system modeling but could include it if requested for an additional fee.

We appreciate the opportunity to assist you with this project. Our Terms and Conditions for Professional Services (Exhibit B) are attached to this letter. The return of this letter along with the completed Proposal Acceptance will constitute our Agreement to perform these services and will be considered as our Notice to Proceed. If you have any questions, please contact Eric Chini at (678) 450-5147 or Lee Phillips at 770-540-5365.

Sincerely,
ROCHESTER & ASSOCIATES, LLC.



Eric M. Chini, PE
Vice President



Lee Phillips
Vice President

PROPOSAL ACCEPTANCE

Description of Services Professional Engineering and Surveying
 Project Name City of Dahlonega- Happy Hollow & SR 9 Waterline Project
 Project Location Lumpkin County
 Proposal Date December 15, 2022 Consultant Phillips

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____
 Address _____ City _____
 State _____ Zip Code _____ Phone Number _____
 Attention: _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____
 Address _____ City _____
 State _____ Zip Code _____ Phone Number _____
 Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other Than Above):

Name _____
 Address _____ City _____
 State _____ Zip Code _____ Phone Number _____
 Attention: _____ Title _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this _____ day of _____, 20_____

 Print or type individual, firm or corporate name

 Signature of authorized representative

 Print or type name of authorized representative and title

Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	355.00 per hour
Principal	245.00 per hour
Project Director	190.00 per hour
Director of Development Strategies	190.00 per hour
Senior Project Manager	175.00 per hour
Senior Surveyor	165.00 per hour
Senior Engineer	165.00 per hour
Senior Landscape Architect	165.00 per hour
Project Manager	165.00 per hour
Senior Designer	145.00 per hour
Project Surveyor	145.00 per hour
Project Engineer	145.00 per hour
Project Landscape Architect	145.00 per hour
Project Designer	125.00 per hour
Staff Surveyor	125.00 per hour
Staff Engineer	125.00 per hour
Staff Project Manager	125.00 per hour
Staff Landscape Architect	125.00 per hour
Staff Designer	115.00 per hour
Four Man Field Crew	205.00 per hour
Three Man Field Crew	185.00 per hour
Two Man Field Crew	165.00 per hour
One Man Field Crew	145.00 per hour
One Man Crew (GPS/RTK)	195.00 per hour
Two Man Crew (GPS/RTK)	205.00 per hour
CADD Technician	105.00 per hour
Field Technician	85.00 per hour
Clerical	85.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2022.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.

EXHIBIT B

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER's Proposal, make up the Agreement between Rochester and you, the Client. *Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER.*

1. Services. ROCHESTER will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER's prevailing fee schedule, or as agreed to by ROCHESTER and you.

2. Standard of Care. ROCHESTER will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or set-offs by you, unless agreed to in writing by ROCHESTER.

4. Client's Responsibilities. You will designate to ROCHESTER in writing a person to act as your representative who is authorized to receive notices transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance shall consist of completing and submitting forms to the appropriate

regulatory agencies. You will provide ROCHESTER with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER'S control may require an increase in the project schedule and fees. ROCHESTER will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER's Responsibility. ROCHESTER will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER's professional activities nor the presence of ROCHESTER or its employees and subcontractors be construed to imply that ROCHESTER has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER to perform its services in an orderly and efficient manner, ROCHESTER shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER, increase ROCHESTER's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER and ROCHESTER's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions.

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER are instruments of service and will remain ROCHESTER's property. ROCHESTER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER's services, and information you provide to ROCHESTER regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER.

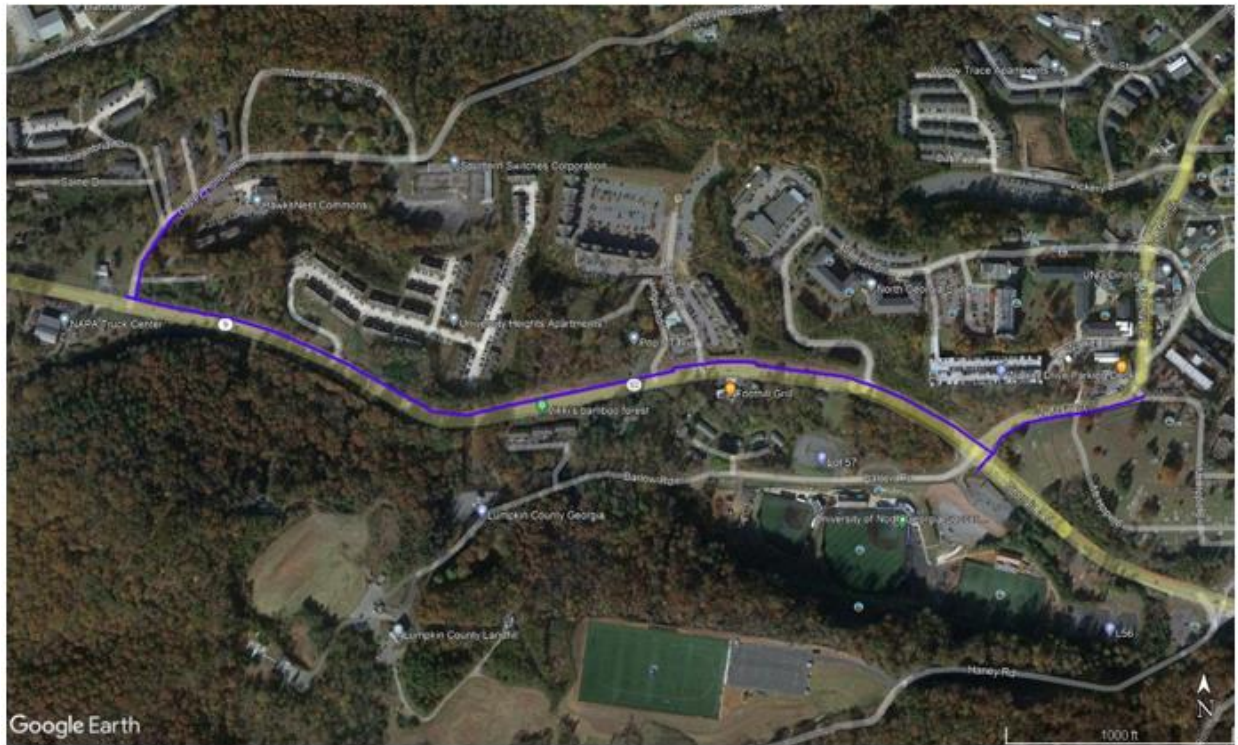
13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable 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 negligent acts or negligent failure to act by ROCHESTER.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER's services in connection with the Project shall not subject ROCHESTER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.

EXHIBIT C





CITY COUNCIL AGENDA REPORT

DATE: January 17, 2023
TITLE: 2023 Municipal Election Qualifying Fees
PRESENTED BY: Mary Csukas, City Clerk

AGENDA ITEM DESCRIPTION:

The 2023 Municipal Elections will be conducted for Post 4, Post 5, and Post 6. The general election will be held on Tuesday, November 7, 2023. The qualifying fees for each office will be filed as follows:

Post 4 \$144.00, Post 5 \$144.00 & Post 6 \$144.00.

Qualifying for the offices listed will be at 8:30 a.m. Tuesday, August 22, 2023, and will end at 4:30 p.m. on Thursday, August 24, 2023, at Dahlonega City Hall, 465 Riley Road, Dahlonega, GA 30533.

In the coming weeks, the City Clerk's Office will propose an intergovernmental agreement between Lumpkin County and the City of Dahlonega relating to the 2023 Municipal Election for the City of Dahlonega.

HISTORY/PAST ACTION:

The 2019 and 2021 Municipal Election qualifying fees were \$144.00 for a Council Member.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Approval of the listed qualifying fees for the 2023 Municipal Election.

SUGGESTED MOTIONS:

I request approval of the listed qualifying fees for the 2023 Municipal Election.

ATTACHMENTS:

Notice of proposed qualifying fees for publication.

2023 MUNICIPAL GENERAL ELECTION

Pursuant to OCGA 21-2-131, notice is hereby given of the approved qualifying fees for the General Municipal Election that will be held on Tuesday, November 7, 2023, from 7:00 a.m. to 7:00 p.m. to fill the three Council Member seats. The Dahlonaga City Council approved the following qualifying fees in the Special Called Meeting on January 17, 2023.

Council Member Post 4 \$144.00

Council Member Post 5 \$144.00

Council Member Post 6 \$144.00

Qualifying for the offices listed above will begin at 8:30 a.m. Tuesday, August 22, 2023, and will end at 4:30 p.m. on Thursday, August 24, 2023.