



CITY OF DAHLONEGA

City Council Special Called Meeting Agenda

April 18, 2022 4:30 PM

Gary McCullough Chambers, Dahlonaga 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.

CALL TO ORDER AND WELCOME

APPROVAL OF AGENDA

NEW BUSINESS

1. Park Street Water & Sewer Design Firm Selection

Mark Buchanan, City Engineer

ADJOURNMENT



City Council Agenda Memo

DATE: April 6, 2022
TITLE: Park Street Water & Sewer Design Firm Selection
PRESENTED BY: Mark Buchanan, City Engineer

AGENDA ITEM DESCRIPTION:

This item is intended to notify City Council of staff's selection of a design firm for the Park Street Water and Sewer project. An RFP was released and after review, analysis and ranking of the responses by a diverse committee of city staff, the firm Wiedeman and Singleton is recommended. The City has used this firm in the past and their knowledge of the project is already extensive. They have created the city's water model and are familiar with the water distribution component of the project. This agreement is for the design phase up to bidding. Any additional work would be covered by another agreement with this firm or with another selected firm.

HISTORY/PAST ACTION:

Council previously authorized \$60,000 for engineering and permitting of the project as part of the 5-year Capital Improvement Program budget. During the FY22 budget, staff proposed using ARPA funds to pay for the Park Street Project.

FINANCIAL IMPACT:

Wiedeman and Singleton has provided the attached Professional Services Agreement (PSA) with a total cost of \$169,965. This exceeds the current budgeted amount of \$60,000. The original budget was created at a time when the specific details of the project were not yet detailed. As this project is programmed to be paid using funds from the American Rescue Plan, there is no adverse impact to financial reserves or the operating budget as those funds will supplement the existing budget set aside for this project.

RECOMMENDATION:

Execution of a contract between the City of Dahlonega and Wiedeman & Singleton for the Park Street Utility Improvements Project.

SUGGESTED MOTIONS:

"...approve execution of the attached Professional Services Agreement between the City of Dahlonega and Wiedeman and Singleton for the Park Street Utility Improvements Project."

ATTACHMENTS:

Wiedeman and Singleton Professional Services Agreement.

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730
WWW.WIEDEMAN.COM

April 7, 2022

Mr. Mark Buchanan, P.E.
Public Works Director/City Engineer
City of Dahlonega
465 Riley Road
Dahlonega, GA 30533


Re: Agreement for Professional Services
Park Street Utility Improvements –
Design & Bidding Services

Dear Mr. Buchanan:

Per your conversation with Matt Henderson earlier today, enclosed are four (4) executed (but undated) copies of the proposed Agreement for Professional Services for the referenced project. After final execution by the City, we would like to retain one (1) copy for our records. We can pick up our copy at the kickoff meeting later this month.

We look forward to assisting the City to successfully implement the proposed utility improvement work.

Sincerely,
WIEDEMAN & SINGLETON, INC.



Peter J. Johns, P.E.
Chairman

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

WIEDEMAN & SINGLETON, INC.

FOR

PARK STREET UTILITY IMPROVEMENTS

**CITY OF
DAHLONEGA, GEORGIA**



APRIL 2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into by and between the CITY OF DAHLONEGA with its principal place of business located at **465 Riley Rd., Dahlonega, Georgia 30533** hereinafter referred to as “OWNER” and **Wiedeman and Singleton, Inc.**, with a place of business located at **3091 Governors Lake Drive – Suite 430, Norcross, GA 30071** hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, OWNER desires to obtain Engineering, procurement, consulting, and other professional services and CONSULTANT possesses broad experience, knowledge and technical resources to provide such services related to the attached Scope of Services for **Park Street Utility Improvements**, hereinafter referred to as the “PROJECT”; and

WHEREAS, OWNER desires to contract with CONSULTANT for the PROJECT and CONSULTANT desires to accept and perform such services and to be responsible for the overall completion of the PROJECT as more specifically described herein; and

WHEREAS, CONSULTANT agrees to provide services defined and set forth in the written Request for Proposal together with the Proposal Documents and fees to OWNER from CONSULTANT, dated **February 25, 2022**, attached hereto as Attachment “A” and incorporated herein by reference which is the basis for the services to be performed under this Agreement; and

WHEREAS, CONSULTANT is willing and able to undertake and complete the PROJECT upon the terms, covenants, recitals and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of **One Hundred Sixty Nine Thousand Nine Hundred Sixty Five Dollars and 00/100 (\$ 169,965.00)** and other valuable considerations to be paid by the OWNER for the services to be rendered by CONSULTANT and of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER hereby contracts CONSULTANT and CONSULTANT hereby accepts such contract to perform the services hereinafter defined upon the terms and conditions set forth herein.

ARTICLE 1 – CONSULTING SERVICES

1. CONSULTANT agrees to furnish all services, as hereinafter described in the detailed Scope of Services, marked as Attachment “A”, and incorporated herein by reference.
2. This Agreement shall commence on the _____ day of _____ 2022, and terminate upon completion of the PROJECT, which shall occur on the date of final payment to the CONSULTANT.

ARTICLE 2 – COMPENSATION

1. The OWNER shall compensate CONSULTANT for providing the services rendered by CONSULTANT described in this Agreement based on a total lump sum fee of **\$169,965.00**.
2. In the event of any legal proceedings or other claims requiring services of CONSULTANT in providing expert testimony on behalf of the OWNER in connection with the PROJECT, except suits or claims by a third party against the OWNER arising out of alleged errors or omissions of CONSULTANT, the OWNER shall provide additional compensation to CONSULTANT. Said compensation shall be based on the standard rates as set out in the attached Scope of Services included in Attachment A.

ARTICLE 3 – SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision with this Agreement is held illegal or in conflict with any law of the State of Georgia the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden or benefit to either party.

ARTICLE 4 – GOVERNING LAW

This Agreement hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

ARTICLE 5 – INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Consultant shall be an independent contractor, maintaining complete control of Consultants' personnel and operations. As such, Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this Agreement. Consultant shall comply with all federal, state and local laws governing its employees, contractors, and vendors. Consultant, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the OWNER.

ARTICLE 6 – CHANGES

The OWNER, without invalidating this Agreement, may order changes to the PROJECT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in the time required for, the performance of any part of the work under this Agreement, an equitable adjustment shall be made by mutual agreement and the Agreement modified in writing accordingly. All such changes to the PROJECT shall be in writing and shall be performed subject to the provisions of this Agreement.

ARTICLE 7 – STOP WORK ORDER

OWNER may at any time by written notice to CONSULTANT, require CONSULTANT to stop all or any part of the work for a period of up to ninety (90) days after the notice is delivered to CONSULTANT (“Stop Work Order”). Upon receipt of the Stop Work Order, CONSULTANT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to CONSULTANT, or within any extension of that period to which the parties have agreed, OWNER shall either cancel the Stop Work Order, or terminate the work as provided in the “Termination” paragraphs of this Agreement. CONSULTANT shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this Agreement shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in CONSULTANT’s costs properly allocable thereto. CONSULTANT, after giving seven days written notice to OWNER, may stop work, at its sole option if OWNER fails to make payment of CONSULTANT invoices as required by Article 17 below.

ARTICLE 8 – TERMINATION

- A. The OWNER may terminate this Agreement in the whole or in part at any time after giving a minimum of 15 days written notice to CONSULTANT. Such termination shall be effective in the manner specified in the said notice, shall be without prejudice to any claims which the OWNER may have against CONSULTANT and shall be subject to the other provisions of this Agreement. On receipt of such notice CONSULTANT shall, except as and to the extent directed, immediately discontinue the services and, if applicable, discontinue the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to effect termination of any existing subcontracts upon terms satisfactory to the OWNER. Thereafter, CONSULTANT shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the OWNER.
- B. On termination for reasons other than CONSULTANT’s uncured material breach of this Agreement: (a) the OWNER shall assume and become liable for all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments; (b) the OWNER shall compensate CONSULTANT for the reasonable cost of terminating existing subcontracts, if any, and preserving, protecting or disposing of the OWNER’s property and performing any other necessary services after the notice of termination has been received; (c) the OWNER shall pay CONSULTANT for all services performed, prior to date of termination, in accordance with this Agreement. Prior to final settlement, CONSULTANT shall deliver to the OWNER all documents and all other required information and data prepared by CONSULTANT under this Agreement and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the OWNER the rights and benefits of CONSULTANT arising from such documents, information, data, plans and subcontracts, if any, issued in connection with this Agreement, unless otherwise requested by the OWNER in writing.

ARTICLE 9 – STANDARD OF CARE

CONSULTANT warrants that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by a professional CONSULTANTING organization rendering the same or similar services at the time services are rendered.

ARTICLE 10 – INDEMNITY

To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants in the performances of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.

ARTICLE 11 – FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except the OWNER's obligations to pay CONSULTANT such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

ARTICLE 12 – ASSIGNMENTS

All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of CONSULTANT and the OWNER. CONSULTANT shall not assign this Agreement without the prior written consent of the OWNER, which consent shall not be unreasonably withheld.

ARTICLE 13 – INSURANCE

CONSULTANT shall place and maintain with responsible insurance carriers the following insurance. At OWNER's request, CONSULTANT shall deliver to OWNER certificates of insurance, which shall provide thirty days' notice to be given to OWNER in event of a cancellation.

- A. **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation in compliance with the applicable state and federal laws Employer's Liability Limit \$1,000,000.
- B. **Commercial General Liability Insurance** including Blanket Contractual, XCU* Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury. Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.
- C. **Comprehensive, Automobile Liability Insurance** including owned, hired and non-owned automobiles as applicable. Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.
- D. **Architects & Consultants Professional Liability Insurance** affording, professional liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

Each of these documents which show the required insurance coverage shall be attached to each set of original Agreements when the documents are transmitted to the OWNER for final execution and approval as Attachment "B".

ARTICLE 14 – ACCEPTANCE BY OWNER

The Work associated with the PROJECT shall be deemed accepted by OWNER unless within fifteen (15) days after receipt of CONSULTANT's written notification of final completion the OWNER has given CONSULTANT written notice specifying in detail wherein the Work is deficient, whereupon CONSULTANT will promptly proceed to make necessary corrections and, upon completion, the Work shall be deemed accepted by OWNER.

ARTICLE 15 – OWNER FURNISHED DATA, DRAWINGS, AND SPECIFICATIONS

CONSULTANT shall have no liability for defects in the Work attributable to CONSULTANT's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by OWNER. CONSULTANT shall disclose to OWNER, prior to use thereof, defects or omissions in the data, design criteria drawings, specifications or other information furnished by OWNER to CONSULTANT that CONSULTANT may reasonably discover in its review and inspection thereof.

ARTICLE 16 – REUSE OF DOCUMENTS

All documents including drawings and specifications prepared by CONSULTANT pursuant to this Agreement are instruments of its services in respect to the PROJECT. All documents shall be tendered to and owned by the OWNER. CONSULTANT shall be allowed to maintain a set of documents for reference.

ARTICLE 17 – INVOICING AND PAYMENT

Invoices will be issued monthly during completion of the PROJECT and are due and payable within 30 days after receipt. Interest at the rate of 1% per month or the maximum rate allowable under the usury laws of the state in which the work is performed, whichever is lower, is due on all payments not paid on or before the 45th day after the invoice date. Interest shall be computed from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due, OWNER shall pay, in addition to such payments, CONSULTANT's reasonable attorney's fees and legal costs associated therewith.

In addition, CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. The contract value shall be increased accordingly by the amount of CONSULTANT's reasonable costs of shut down delay and startup, which shall be affected by Change Order in accordance with Article 7, above.

If OWNER disputes any portion of a request for payment, OWNER shall pay the undisputed portion of such request as provided herein and shall promptly notify CONSULTANT of the Amount in dispute and the reason therefor. Any portion of the disputed amount which is ultimately agreed upon by OWNER and CONSULTANT to be owed to CONSULTANT shall accrue interest at the rate and commencing upon the date stipulated in this Article.

ARTICLE 18 – AUDIT

CONSULTANT shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to OWNER. Said records shall be available for inspection by OWNER or his authorized representative at mutually convenient times.

ARTICLE 19 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and CONSULTANT with respect to the subject matter of this Agreement and supersedes all prior understandings, negotiations, representations or agreements, either written or oral contracts between OWNER and CONSULTANT respecting this PROJECT. This Agreement will be binding upon and inure to the benefit of OWNER and CONSULTANT and their respective successors and assigns.

If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

[EXECUTION ON FOLLOWING PAGE]

Executed the _____ day of _____, 2022, at Dahlonega, Georgia.

OWNER: CITY OF DAHLONEGA, GEORGIA

By: _____

Name: JoAnne Taylor

Title: Mayor

WITNESS: By: _____

Name: Mary Csukas

(SEAL)

Title: City Clerk

CONSULTANT: ~~Wiedeman and Singleton, Inc.~~

By: _____

Name: Peter Johns, P.E.

(Please Print)

Title: Chairman

ATTEST: By: _____

Name: Harold F. Wiedeman

(Please Print)

Title: President

(SEAL)



ATTACHMENT A

**DETAILED SCOPE OF
SERVICES**

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

February 25, 2022

Mr. Mark Buchanan, P.E.
Public Works Director/City Engineer
City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

Re: Final Engineering Proposal
Park Street Utility Improvements

Dear Mr. Buchanan:

Per your instructions and written request dated February 4, 2022, our final proposal for the Park Street Utilities Improvements project is attached. We are prepared to begin work on this project immediately and will commit the resources necessary to help make this a successful project for the City of Dahlonega.

Once again, we appreciate the opportunity to submit our enclosed proposal. If you have any questions or need any additional information, please let me know.

Sincerely,
WIEDEMAN & SINGLETON, INC.



Matt Henderson, P.E.
Senior Professional Engineer

Cc: Mak Yari, P.E.
Peter Johns, P.E.

I: SCOPE OF SERVICES

Project Understanding

It is our understanding that the City of Dahlonega is planning to replace and upgrade their existing water mains, sanitary sewers, and storm sewers in South Park Street, and extend new water mains along sections of North Park Street, Hawkins Street, and Warwick Street. The primary purpose of this project is to replace an existing \pm 100-year-old 6-inch cast iron water main along South Park Street that is currently undersized and has exceeded its useful life. A secondary purpose of this project is to extend the existing 12-inch water main that currently terminates at the intersection of North Park and Warwick Streets and connect it to larger mains on North Grove and Waters Street. This project will increase fire flow pressures to the downtown square area and was identified in the ***Distribution System Recommendations*** report, dated August 2020, prepared by Wiedeman & Singleton, Inc. (W&S).

Based on our study of the water system and the Environmental Planning Document prepared by Turnipseed Engineers, dated January 2018, we understand the planned infrastructure improvements for this project will generally consist of the following elements:

- Approximately 2,500 linear feet of water main replacement and extension; and
- Approximately 2,500 linear feet of gravity sewer replacement; and
- Approximately 2,000 linear feet of storm sewer replacement.

Our proposed scope of services for providing professional engineering services to assist the City with implementing the proposed infrastructure is presented herein. These services and our deliverables will be in accordance with the proposed ARPA project funding requirements.

Scope of Services

Per the City's RFP issued on February 4, 2022, we have divided our scope of services for the project into the follow two major tasks:

- Design and Permitting (Work Task 001); and
- Bidding and Award (Work Task 002).

A detailed breakdown of our proposed services for each of these work tasks is presented herein. It is our understanding that engineering services required during construction, if any, will be negotiated after

bid and award of the project to a general contractor.

DESIGN AND PERMITTING (WORK TASK 001)

SUBTASK 1.01 – PREPARE AND CONDUCT PROJECT KICK-OFF MEETING

After being issued a Notice to Proceed, W&S will conduct a project kick-off meeting with the City's project team to review the proposed project objectives, schedule, special conditions, data needs, and communication procedures. The meeting agenda and meeting minutes will be

prepared and distributed by W&S. Immediately after this meeting, an initial site visit will be conducted to better understand the City's objectives and goals for the project.

SUBTASK 1.02 – CREATE GIS DATABASE ALONG PROJECT CORRIDOR

Prior to beginning field surveying, an electronic GIS database will be created along the proposed project corridors that contains the following information:

- ❑ Property Lines & Owners (Source: Tax Assessor Records & Maps);
- ❑ Roads (Source: U.S. Census TIGER/Line Shapefiles);
- ❑ Waterways (Source: U.S. Census TIGER/Line Shapefiles);
- ❑ Ground Topography (Source: USGS TNM Download);
- ❑ Utilities (Sources: CITY GIS Database);
- ❑ Floodplain (Sources: FEMA Geoportal); and
- ❑ Hydrography (Sources: USGS TNM Download).

Once assembled, W&S will meet with City staff to present and discuss the compiled GIS database and base project maps. During this meeting, potential pipeline routing and construction and permitting challenges will be discussed before field surveying begins. Site visits will be conducted during this task to help verify the accuracy of the GIS database.

SUBTASK 1.03 - PERFORM REQUIRED FIELD SURVEYING SERVICES

Following completion of subtask 1.02, W&S will select the final project corridors to be surveyed and contract with a registered

land surveyor (RLS) to perform the required field surveying services. For this project, we propose to utilize Rochester & Associates, Inc. (RAI), located in Gainesville, GA.

More specifically, the following surveying services will be provided on the project by RAI:

- ❑ Identify all property owners impacted by the proposed project and provide a list of these property owners to the City for their use in acquiring permission to survey on private property.
- ❑ The proposed water main, gravity sewer, and storm sewer routes will be surveyed with adequate detail to produce a 1" = 50' horizontal plan and 1" = 10' vertical profile drawing for construction. Survey information within the road right-of-way and additional outside of the road right-of-way (10' each side) will include ground topography along the survey centerline, property lines, and all above ground and underground utility lines that can be properly identified. All utilities, structures, driveways, roads, curbing, sidewalks, catch basins, walls, gardens, landscape improvements, etc. within the survey limits will also be identified.
- ❑ Install at least two (2) static control GPS Monuments along the routes using state plane west coordinates and mean sea level elevations.

SUBTASK 1.04 – PREPARE DETAILED DESIGN DRAWINGS AND SPECIFICATIONS

The project design drawings will progress with preparation of a 30% Preliminary Review set, a 60% Design Review set, a 95% Final Review set with a cost estimate, and finally a 100% - Bid Ready set. Formal reviews will be conducted with City staff using the 30%, 60% and 95% drawing sets (see *Subtask 1.06*).

W&S will prepare the proposed water main and gravity sewer construction drawings, and RAI will prepare the storm sewer construction drawings, using AutoCAD and Revit 3D software. These drawings, and the project specifications, will be prepared in accordance with standards developed by the City, requirements of EPD, Ten State Standards, and accepted engineering practice.

Construction plans will include sedimentation and erosion control drawings suitable for acquiring a Land Disturbance Permit (LDP), and the specifications will be prepared in accordance with the Construction Standards Institute (CSI) format. The proposed construction documents (e.g., construction contract, bonds for execution, etc.) to be included in the specifications will be prepared in accordance with the City's standards.

Also, for this type of project, we have assumed that a geotechnical subsurface investigation isn't required.

SUBTASK 1.05 – ASSIST CITY WITH PERMITTING AND AGENCY REVIEWS

W&S will assist the City with all required permitting and regulatory approvals. This will include such activities as; preparing permit applications and drawings, attending meetings, and revising contract documents following agency reviews.

SUBTASK 1.06 – CONDUCT PROGRESS MEETINGS AND FORMAL DESIGN REVIEW WITH CITY STAFF AT THE 30, 60, AND 95 PERCENT COMPLETION LEVELS

W&S will present design drawings to the City staff at the 30, 60, and 95 percent

completion levels of detailed design and discuss concerns and any review comments. Project deliverables will be forwarded to the City staff at least 1 week prior to these meetings for their internal review.

SUBTASK 1.07 – QA/QC REVIEW

All deliverables will be reviewed and approved internally by senior level staff prior to their submittal to the City.

Work Task 001 Deliverables

W&S will furnish the City with the following deliverables on this phase of the project:

- ❑ Meeting Agendas and Minutes
- ❑ Contract Plans and Specifications (30%, 60%, 95% and 100% – Bid Ready)
- ❑ Permit Applications and Submittals, including local jurisdictions, EPD and NPDES permits
- ❑ Updated Construction Cost Estimate at 95% design completion

BIDDING AND AWARD (WORK TASK 002)

SUBTASK 2.01 – ASSIST WITH PRE-QUALIFICATION OF CONTRACTORS AND SOLICITATION OF BIDS

W&S will assist the City with the pre-qualification of bidders, solicitation of bids, and distribution of "Bid Ready" documents (PDF format) to pre-qualified bidders.

SUBTASK 2.02 – RESPOND TO QUESTIONS FROM CONTRACTORS AND SUPPLIERS DURING THE BID PHASE OF THE PROJECT

W&S will receive, log, and respond to questions from prospective bidders and suppliers during the bidding period. If a clarification of the plans and specifications

is needed, all plan holders will be notified by addendum.

SUBTASK 2.03 – ISSUE ADDENDA AS REQUIRED

W&S will prepare and issue any necessary addenda. Addenda will be submitted to the City staff for approval prior to general distribution to plan holders.

SUBTASK 2.04 – COORDINATE AND CONDUCT A PRE-BID MEETING

Representatives of W&S will prepare the agenda for and conduct a pre-bid meeting with the pre-qualified bidders to help define the scope of the work to be completed.

SUBTASK 2.05 – ASSIST WITH THE BID OPENING MEETING AND PROVIDE A TABULATION OF BIDS AND RECOMMENDATION OF AWARD

W&S will assist the City with the bid opening. All bids will be checked for accuracy and tabulated. The low bidder will be identified and a written recommendation for contract award will be provided to the City. Also, prior to recommending award of the contract, W&S will check the contractor's bonding company financial rating and capacity and make sure they are properly registered in Georgia.

SUBTASK 2.06 – PREPARE CONSTRUCTION READY DOCUMENTS

After authorization from the City, W&S will prepare "Construction Ready" documents (plans and specifications) for execution by the general contractor selected for award. These updated documents will include changes issued by addenda and information submitted by the general

contractor at bid time. Once executed by the general contractor, validity of bonds will also be checked by W&S and then these documents will then be forwarded to the City for final execution.

Work Task 002 Deliverables

W&S will furnish the City with the following deliverables for this phase of the project:

- ❑ Contractor Pre-qualification Documents
- ❑ Recommendation Letter for Pre-qualification of Contractors
- ❑ Prepare and issue Addenda (if necessary)
- ❑ Bid Tabulation
- ❑ Recommendation Letter to the City to award or reject bids
- ❑ Construction Ready Plans and Specifications



II: SCHEDULE

For planning purposes, we envision the schedule summarized below will be required to complete the major project work tasks. Certain activities (e.g., easement acquisition, regulatory permitting, etc.) could require additional time to complete and are difficult to predict, but we have attempted to allocate a reasonable amount of time for completion of all tasks in accordance with our proposed scope of services. This schedule is based on being issued a notice to proceed (NTP) date of no later than April 15, 2022.

Engineering Services	Start Date	Finish Date	Approx. Duration
Design and Permitting (Work Task 001)	April 15, 2022	February 17, 2023	12 Months
Bidding and Award (Work Task 002)	February 20, 2023	June 16, 2023	4 Months

This schedule is in compliance with the ARPA funding milestones outlined in the RFP, while also providing a significant amount of "float" time in the event of unanticipated project delays during design, permitting, award and/or construction. We anticipate a construction period of approximately 18 months will be needed, but this will be discussed and confirmed with the City staff prior to beginning the Bidding and Award phase of the project.

III: FEE PROPOSAL

To complete the proposed scope of services outlined herein, our estimate of total man-hours and costs are summarized as follows:

Summary of Proposed Man-hours and Fees

Phase	Total Man-hours	Labor Costs	Direct Expenses ¹	Total Costs
Design and Permitting (Work Task 001)	724	\$94,380	\$57,625	\$152,005
Bidding and Award (Work Task 002)	126	\$17,410	\$550	\$17,960
Totals	850	\$111,790	\$58,175	\$169,965

Notes: ¹ Includes costs of subconsultants.

A more detailed task-discipline matrix for each of these phases of service (referred to herein as work tasks) is attached. Please note that administrative and clerical services are not billed separately on our projects and are included in our overhead rate. As such, man-hours for these tasks are not included in our total estimate of man-hours for the project.

Mileage for trips required from our home office in Atlanta will be billed at current IRS mileage rates. Other expenses, including subconsultants, will be billed at our direct cost without markup.

Man-hour Planning Sheet

Client/Facility: CITY OF DAHLONEGA, GEORGIA

Project Title: PARK STREET UTILITY IMPROVEMENTS

Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name	DESIGN AND PERMITTING		Name of Team or Classification					
Work Task Number	001							
Notes:	Sub-tasks	PRIN	PM	PE	GIS	Total		
1. ESTIMATED NUMBER OF CONSTRUCTION DRAWINGS = 22 (APPROXIMATE) 2. SURVEYING, ROADWAY DESIGN AND STORM SEWER DESIGN BY ROCHESTER & ASSOCIATES. 3. APPROX. 2,500 L.F. OF WATER MAIN REPLACEMENT 4. APPROX. 2,500 L.F. OF SAN. SEWER REPLACEMENT 5. APPROX. 2,000 L.F. OF STORM SEWER REPLACEMENT 6. NO GEOTECHNICAL SERVICES PROPOSED. 7. NO WETLANDS OR CULTURAL RESOURCES FIELD SURVEYS PROPOSED	1.01 PREPARE AND CONDUCT PROJECT KICK-OFF MEETING	4	4	4			12	
	1.02 CREATE GIS DATABASE ALONG PROJECT CORRIDOR		20	20	80		120	
	1.03 PERFORM REQUIRED FILED SURVEYING SERVICES (W&S COORD/ W/ SUB)		24	16			40	
	1.04 PREPARE DETAILED DESIGN DRAWINGS & SPECIFICATIONS	16	80	280			376	
	1.05 ASSIST CITY WITH PERMITTING AND AGENCY REVIEWS	4	32	80			116	
	1.06 CONDUCT PERIODIC PROGRESS MEETINGS AND FORMAL DESIGN	16	16	16			48	
	REVIEWS WITH CITY STAFF @ 30%, 60% & 95% COMPLETION LEVELS							
	1.07 QA/QC REVIEW	4	8				12	

Project Staffing

PRIN - Peter Johns, P.E.

PM - Matt Henderson, P.E.

PE - Shawn McCaffrey, P.E. & Aijia Xu, P.E.

GIS - Natalie Branham

Man-hour Planning Sheet

Client/Facility: CITY OF DAHLONEGA, GEORGIA
Project Title: PARK STREET UTILITY IMPROVEMENTS
Prepared by: WIEDEMAN AND SINGLETON, INC.

Work Task Name		BIDDING AND AWARD							
Work Task Number		002							
Notes:	Sub-tasks	PRIN	PM	PE	GIS	Total			
	2.01 ASSIST WITH PRE-QUALIFICATION OF CONTRACTORS & SOLICITATION OF BIDS	2	8	16			26		
	2.02 RESPOND TO QUESTIONS FROM CONTRACTORS & SUPPLIERS	2	8	16			26		
	2.03 ISSUE ADDENDA AS REQUIRED	2	8	16			26		
	2.04 COORDINATE AND CONDUCT A PRE-BID MEETING	4	4	4			12		
	2.05 ASSIST WITH THE BID OPENING MEETING AND PROVIDE A TABULATION OF BIDS AND RECOMMENDATION OF AWARD	4	4	8			16		
	2.06 PREPARE CONSTRUCTION READY DOCUMENTS		4	16			20		
Deliverables									
	1. CONTRACTOR PRE-QUALIFICATION DOCS								
	2. RECOMMENDATION LETTER FOR PRE-QUALIFICATION OF CONTRACTORS								
	3. ADDENDA (IF NECESSARY)								
	4. BID TABULATION								
	5. BID RECOMMENDATION LETTER TO CITY								
	6. CONSTRUCTION READY PLANS AND SPECIFICATIONS								
Total Hours Per Team Member		14	36	76	0	0	0		
		Total Planned Hours						126	
Total Hourly Rate Per Team Member		\$195.00	\$165.00	\$115.00	\$95.00	\$0.00	\$0.00		
Total Cost Per Team Member		\$2,730.00	\$5,940.00	\$8,740.00	\$0.00	\$0.00	\$0.00		
Direct Expenses		\$550.00						Total Package Cost	\$17,960
Mileage		\$150.00							
Copies, Construction Ready Documents, etc.		\$400.00							

Project Staffing
PRIN - Peter Johns, P.E.
PM - Matt Henderson, P.E.
PE - Shawn McCaffrey, P.E. & Aijia Xu, P.E.

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

WIEDEMAN AND SINGLETON, INC.

Professional Engineering Services

2022 Standard Hourly Fee Schedule

STAFF TYPE DESCRIPTION	STAFF CODE	2022
Principal Engineer/Project Manager	PE/PM	\$195.00
Senior Professional Engineer	SR PE	\$165.00
Professional Engineer	PE	\$115.00
Engineer in Training	EIT	\$95.00
GIS/CAD	GIS/CAD	\$95.00

Rates include administrative support and direct expenses, excluding mileage.

After January 1, 2023, hourly rates to increase 3% annually.

Direct outside consultant expenses billed at cost without markup.

Mileage to be billed at IRS approved reimbursement rate.



425 Oak Street
Gainesville, GA 30501
Phone: (770)-718-0600
Fax: (770)-718-0551
www.rochester-assoc.com

Proposal #: 8766

February 24, 2022

Matt Henderson, PE
Wiedeman and Singleton, Inc.
3091 Governor's Lake Drive
Norcross, GA 30071

Via Email: mrh@wiedeman.com

**Re: City of Dahlonega – Park Street Utility Improvements
Dahlonega, GA**

Dear Mr. Henderson,

Rochester & Associates, LLC. (RAL) 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.

1.0 SCOPE OF SERVICES

SERVICES – RAL (Consultant) shall provide the following Professional Surveying & Engineering Services for the project referenced above. The proposed project will involve the replacement of old, deteriorated and inadequate water lines, sanitary sewer and storm drains located in Park Street. The project area is approximately 11 acres. The project is located within the City of Dahlonega who along with NRCS (Erosion), and Georgia Department of Environmental Protection (GAEPD) (water & sewer) will be the reviewing agencies for this project

1.1 SURVEY SERVICES

- 1.1.1. PROPERTY DATABASE – This task includes necessary field and office work preparing Property Parcel Database for approximately 58 parcels. See the attached Exhibit "C" for site location.
- 1.1.2 GROUND RUN TOPOGRAPHIC SURVEY – RAL will prepare a field run topographic survey of the project area on the attached Exhibit "C" of the project perimeter line (estimated to be 11 acres +/-). Topographic mapping and survey will show and include ground identifiable planimetric features. Location survey to include:
 - Location of each building, their exterior footprint at ground level together with finished floor elevations and spot shots at entries.

- 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, sidewalks 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.

- 1.1.3. UTILITY LOCATION – RAL 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). RAL 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".

R&A 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. RAL 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 DESIGN SERVICES

- 1.2.2 CIVIL CONSTRUCTION DOCUMENTS (30%) – RAL will utilize the survey database from above as the foundation for the design. Preliminary plans for the drainage system will be prepared showing alignment and sizing with potentially two options for each.

RAI will prepare a preliminary quantity take off for use in pricing of the drainage improvement items to be used for determining if the scope of improvements needs to be reduced or altered.

- 1.2.3 CIVIL CONSTRUCTION DOCUMENTS (60%) – RAL will utilize the plans prepared under the 30% plans above as the foundation for the design. Modifications will be made to the drainage improvements based upon the selected option. RAL will then proceed to further develop the construction documents with plan & profiles, and details.

- 1.2.4 CIVIL CONSTRUCTION DOCUMENTS (95%) – RAL will utilize the plans prepared under the 30% plans above as the foundation for the design. Modifications will be made to the drainage improvements based upon the selected option. RAL will then proceed to further develop the construction documents with plan & profiles, and details.

RAI will prepare an updated quantity take off for further evaluation of cost prior to finalizing the construction documents for permitting.

- 1.2.5 CIVIL CONTRACT DOCUMENTS (FINAL) – RAL will utilize the plans prepared under the 95% plans above as the foundation for the design. Modifications will be made based upon the determination of cost above and RAL will proceed to further finalize the contract documents with revisions to the plan & profiles (if necessary), and incorporate all applicable construction notes and details.

RAI will prepare a final quantity take off of the drainage improvement items to be used in the contract documents for bidding.

- 1.2.6 EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) – RAL will prepare an ESPC Plan for each drainage improvement in general conformance with NPDES, Georgia Erosion Control requirements. These plans will include the necessary stabilization and grassing required to provide permanent stabilization of disturbed areas. 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. RAL 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.

- 1.2.7 HYDROLOGY & HYDRAULIC STUDY – RAI will prepare a analysis study for basin area to determine the capacity of the existing storm system and if increases in pipe sizing are needed in conjunction with the relocation plans.

1.3 PROJECT COORDINATION & MISCELLANEOUS ITEMS

- 1.3.1 MEETINGS & COORDINATION - RAI will attend meetings and participate in telephone calls to discuss the project, as requested by you or your representative. This task will be billed on an hourly basis.
- 1.3.2 PLAN PROCESSING – Assist Client in obtaining approval of plans and/or permit(s) for construction, including revisions to plans required by the reviewing agencies. 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). Does not include application review fees.
- 1.3.3 SPECIFICATIONS – RAI will prepare technical specifications for the drainage and erosion for the project based upon the design drawings and other input provided by City of Dahlonga. Specifications will be in Construction Standards Institute (CSI) Format, based on the Consultant's standard Division 1-33 specifications in conjunction with City of Dahlonga Contract Documents. RAI will provide the technical specifications to the Client to finalize and bind.
- 1.3.4 BID DOCUMENTS – RAI will prepare an estimate of probable quantities for bidding the project and respond to any Request for Additional information during the bid process. Cost does not include any revisions to plans based upon bids and possible value engineering of the project.
- 1.3.5 REIMBURSABLES – RAI will provide printing, exhibits, and other reimbursable.

1.4. ADDITIONAL SURVEYING SERVICES

- 1.4.1. ADDITIONAL SERVICES – Rochester & Associates, LLC. shall provide additional services, as requested, on an hourly basis or for agreed upon fees. Additional services require an **"Additional Work Request Authorization" (AWRA)** form to be signed and returned to this office prior to performing said services. The form will be provided to you in the event additional services are required and fees will be discussed.
- 1.4.2. REVISIONS – Reviewing and addressing more than **one** round of comments, additions, or revisions required by attorneys or by city, county, or state authorities are not included in this proposal and will be billed hourly. If survey specifications and certification(s) are received after execution of the proposal acceptance and additional work is required, addressing specifications will be billed hourly.
- 1.4.3 Any certifications required to be signed on behalf of the Client shall be an expression of Consultant's professional opinion based on his knowledge, information, and belief. Certifications provided to Consultant may be modified to express these values. Approval of modifications and agreement on the final form of certification should be obtained prior to execution of this proposal, as our fees may need to be adjusted. Any additional work required by a certification agreed to after execution of this proposal shall be billed on an hourly basis upon the execution of an AWRA as stated in Item No. 1.4.1 above.

2.0 COMPENSATION

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

1.1 SURVEY SERVICES

1.1.1. PROPERTY DATABASE	\$15,560.00	Fixed Fee
1.1.2. GROUND RUN TOPOGRAPHIC SURVEY		INCLUDED IN 1.1.1
1.1.3. UTILITY LOCATION	\$5,300.00	Fixed Fee

1.2 DESIGN SERVICES

1.2.1. CIVIL CONSTRUCTION DOCUMENTS – 30%	\$3,500.00	Fixed Fee
1.2.2. CIVIL CONSTRUCTION DOCUMENTS – 60%	\$4,500.00	Fixed Fee
1.2.3. CIVIL CONSTRUCTION DOCUMENTS – 95%	\$3,000.00	Fixed Fee
1.2.4. CIVIL CONSTRUCTION DOCUMENTS – FINAL	\$2,980.00	Fixed Fee
1.2.5. EROSION & SEDIMENT POLLUTION CONTROL PLAN	\$3,500.00	Fixed Fee
1.2.6. HYDROLOGY & HYDRUALIC STUDY	\$8,420.00	Fixed Fee

1.3 PROJECT COORDINATION

1.3.1. MEETINGS & COORDINATION	\$2,500.00	Hourly Estimate
1.3.1. PERMITTING & PLAN PROCESSING	\$2,825.00	Hourly Estimate
1.3.1. SPECIFICATIONS	\$2,000.00	Fixed Fee
1.3.1. BID DOCUMENTS	\$2,040.00	Hourly Estimate
1.3.1. REIMBURSABLES	\$ 500.00	Estimate

HOURLY FEES: Exhibit A, Schedule of Rates and Reimbursable Expenses, is attached and considered part of this agreement.

3.0 TIME OF COMPLETION

ESTIMATED TIME OF COMPLETION - Our anticipated time of completion for this project is **Four (4) weeks from the Notice to Proceed for the Survey Services**. Design Service schedule will be dependent upon coordination with other consultants and review period of each % complete set of plans. The receipt of the completed Proposal Acceptance form attached hereto shall constitute Notice to Proceed. Any delay in the receipt of survey specifications, or other necessary information may delay completion of this project. Inclement weather or other acts of God beyond our control may also delay the delivery date.

EXCLUSIONS

1. No review, permitting, inspection or recording fees are included in this proposal.
2. This proposal is valid for 30 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2022.
3. The pricing shown herein is based on the information provided by you. If additional plans or exhibits are requested for things such as a proposed easement or subdivision, this will be considered additional work and our fees may require adjustment.
4. In the event of boundary conflicts and the need for extra fieldwork to resolve these conflicts or any other boundary ambiguities, we may require additional surveying fees and/or extensions of the time.

of delivery. In such event, we will notify you immediately of any changes in fees prior to completing the survey.

5. This proposal does not include reviewing and addressing comments or additions required by attorneys or title insurance companies beyond or not included in the ALTA/NSPS requirements.
6. No wetland or state waters delineation, verification, permitting or mitigation is included in this proposal. Only those locations, if any, flagged by others and visible at the time of the survey will be shown.
7. Only the fieldwork indicated is included in this proposal.
8. Rochester requires that you are empowered to grant, or will obtain, permission for our personnel to enter the site.
9. It is expressly understood by both parties that marking underground utilities is an inexact and uncertain process in which errors can occur. Some utilities may exist within the survey area; however, they will not be marked if no above ground evidence of their existence is present.
10. Our Scope of Services excludes marking locations of empty conduits, traffic control wires and cables, irrigation systems, underground storage tanks, and nonmetallic, non-conductive utilities. Non-metallic, non-conductive utilities and utilities without tracer wires cannot be accurately mapped and will not be physically marked on the ground. Utilities not located utilizing this technique may exist, but may not be marked, and may be disturbed upon excavation. Storm and sanitary sewer pipe are typically not traceable therefore their location is estimated based upon above ground visible evidence such as manholes and catch basins.
11. Depths are not included unless they are specifically mentioned
12. We locate underground utilities solely as an accommodation and our markings/locates shall not be used for excavation. This work does not preclude the owner and/or contractor from their responsibility to contact the 811 Call Center. We accept no liability for ANY underground utilities that are not located or marked by us.
13. It is assumed that a geotechnical report outlining earthwork provisions for site development, drainage and sub-grade preparation for pavement, utilities and slope stability will be provided by owner and utilized in our basis of design.
14. No telephone, electric, cable television or gas line design is included. Rochester & Associates, LLC. cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
15. Water pressure testing and associated fees are not included; however we will assist you with obtaining fire hydrant flow test data from the local utility company upon request at the hourly rates listed herein.
16. No hardscape or irrigation design is included in this proposal, however, these services can be provided for additional fees.
17. No construction observation, construction staking or as-built services are included in this proposal; however, these services can be provided under separate contract.

18. The permitting or mitigation of any potential 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.
19. 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.
20. 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.

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 with your signature below acknowledging these Scope, Fees and Terms will constitute our Agreement to perform these services and will be considered as our Notice to Proceed. Our proposal is valid for 30 days from the date on page one. If you have any questions, please contact Eric Chini at (678) 450-5147.

Sincerely,

ROCHESTER & ASSOCIATES, LLC.



Eric M. Chini, P.E.
Vice President

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





PROPOSAL ACCEPTANCE

Description of Services Surveying & Engineering Services
Project Name Wiedeman and Singleton, Inc.
Project Location Dahlonega, GA
Proposal Date 2/24/2022 Consultant ROCHESTER & ASSOCIATES, LLC.

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm: **Wiedeman and Singleton, Inc.**
Address: 3091 Governor's Lake Drive, Suite 430
City: Norcross
State: GA Zip Code: 30071 Phone Number: 404-876-5862
Attention: Matt Henderson
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_____

Wiedman and Singleton, Inc.

Print or type Individual, firm or corporate name

X

Signature of authorized representative

Matt Henderson, PE

Print or type name of authorized representative and title

ATTACHMENT B

INSURANCE DOCUMENTS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC P. O. Box 71429 47 Postal Parkway Newnan, GA 30271-1429		CONTACT NAME: Robin A Connell PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Robin.Connell@MarshMMA.com																						
INSURED Wiedeman and Singleton Inc 3091 Governors Lake Drive S Suite 430 Norcross, GA 30071		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Citizens Insurance Company of America</td> <td>31534</td> </tr> <tr> <td>INSURER B :</td> <td>Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER C :</td> <td>Lloyds of London</td> <td>555555</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Citizens Insurance Company of America	31534	INSURER B :	Massachusetts Bay Insurance Company	22306	INSURER C :	Lloyds of London	555555	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBAH129193	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			OBAH129193	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OBAH129193	01/01/2022	01/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZAH129182	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			PLC-00027-00	01/01/2022	01/01/2023	3,000,000 Aggregate 2,000,000 per claim 10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(GL) Additional Insured by Contract or Agreement, Primary and Non Contributory as per form 391-1006

(08/16)

RE: Project - Park Street Utility Improvements

CERTIFICATE HOLDER

CANCELLATION

City of Dahlongega 465 Riley Road Dahlongega, GA 30533	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE PETER J. KRAUSE