

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Building Resilient Infrastructure and Communities Grant Acceptance

DATE: September 24, 2024

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION: \$100,299.50

STATUS REPORT

FEDERAL SHARE - \$75,224.62

OTHER

IN KIND MATCH - \$25,074.88

COMMISSION ACTION REQUESTED ON: October 21, 2024

PURPOSE: The purpose of this agenda item is to seek approval from the BOC to approve/accept the Building Resilient Infrastructure and Communities Grant award.

BACKGROUND / HISTORY: The Building Resilient Infrastructure and Communities (BRIC) Grant is a federal grant program administered by the Georgia Emergency Management and Homeland Security Agency. The Grant is intended to provide funding for the design and sizing of drainage structures in locations that are consistently flooded at low intensity rainfall events.

The funding was applied for in January of 2022 with the grant award being issued August 1, 2024. Once approved by the BOC, the award agreement will be sent to GEMA/HS for processing and approval. The grant funds will be used perform project scoping activities at the following project sites within our jurisdiction:

1. East Glade Creek Road at Glade Creek Tributary, FEMA Zone A
2. Wilbanks Road over Little Mud Creek, FEMA Zone AE
3. Wilson Road at Camp Creek, FEMA Zone X

Obtaining consultant design services through this funding opportunity to perform a hydraulic analysis to determine the correct drainage structure size to accommodate runoff from storm events. This will allow Habersham County to budget and schedule funding for construction at these locations as well as becoming eligible for additional funding opportunities for the construction phase of the projects; ultimately removing or reducing a high flood hazard location in our transportation network.

The Consultant's proposal is attached for reference and will be executed upon BOC approval.

FACTS AND ISSUES:


- Grant amount for Habersham is \$100,299.50
- A minimum 25% local match is required
- FEMA share: \$75,224.62
- Habersham match: Total \$25,074.88

OPTIONS:

- 1) Approve/Accept and sign the Hazard Mitigation Grant Program (BRIC) award agreement and execute the consultant's proposal for scoping activities.
- 2) Do not approve the grant award agreement.
- 3) Commission defined alternative

RECOMMENDED SAMPLE MOTION: Motion to approve/accept and sign the BRIC Grant Award Agreement and authorize the Chairman to sign related documents.

DEPARTMENT:

Prepared by: Mike Gardner 

Director: Jerry Baggett 

**ADMINISTRATIVE
COMMENTS:** _____

_____ **DATE:** _____

County Manager

September 4, 2024
Mail

Via: E-

Mr. Jerry Baggett

Public Works Director / Capital Projects Manager
Habersham County Board of Commissioners
130 Jacob's Way, Suite 123
Clarksville, GA 30523
jbaggett@habershamga.com

Re: Habersham County – FEMA BRIC GRANT Projects; Habersham, Georgia
Proposal # 0957

Dear Mr. Baggett,

Rochester & Associates, LLC. (ROCHESTER) 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 – ROCHESTER (Consultant) shall provide the following Professional Services for the project referenced above: ***This proposal is to perform limited topographic survey, a Hydrology & Hydraulic (H&H) study, preliminary civil layout and preliminary structural layout at each crossing, as needed. The crossings are identified as Wilbanks Road at Little Mud Creek, East Glade Creek Road at Glade Creek Tributary and Wilson Road at Camp Creek located in Habersham County, GA.***

1.1 PRE- DESIGN & LIMITED SURVEY SERVICES

1.1.1. Limited Survey Services – For design purposes ROCHESTER will perform a limited field run topographic survey at each of the project locations to include field run stream cross sections (one upstream, downstream and at the structure crossing) using traditional field methods within the project areas shown on Exhibit "C", attached hereto. Limited research will be performed to identify/verify ownership and rights of way adjacent with and within the survey limits. Topographic mapping and survey will show and include ground identifiable planimetric features for design purposes and easement exhibits. 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 visible 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.
- Location of trees and native vegetation areas for GDOT R/W Special Encroachment Permit (SEP).
- Preliminary design centerline field staking for route review with the Client.
- Location and size of bridge piers, if present
- Elevations of bridge low chords, if present
- Elevations/locations of bridge rails or walls

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 easement or right-of-way staking.
- Survey of additional areas outside the limits of work described above.
- We assume no right-of-way (ROW) or property acquisition will be required.

1.2 PRELIMINARY ENGINEERING DESIGN SERVICES

1.2.1 PRELIMINARY ENGINEERING DESIGN SERVICES – ROCHESTER will prepare a preliminary layout for each project based on the limited survey and H&H study. The foundation for our design will be the limited topographic (topo) survey referenced in task 1.1.1. The preliminary layout at each of the proposed crossing improvements will include the minimum grading, preliminary plan & profiles and requirements based on the H&H results. The proposed crossing improvements will be sized based on the H&H study in task 1.2.2 below. Additionally, the preliminary layout will include limited applicable notes, details and appurtenances thereto. We assume the layouts will be shown on a single plan sheet. Services under this Item do NOT include preparing landscape, hardscape or structural plans. We assume no geotechnical testing will be performed nor is there adequate right-of-way (ROW) for the improvements.

We assume the roadway for the preliminary layout will be 24' wide with a minimum of 6' shoulders, the and a 40' ROW. Also, please be aware that temporary construction easements (or permanent slope easements) may be needed outside of the ROW.

1.2.2 HYDROLOGY & HYDRAULIC (H&H) STUDY – Perform H&H design study for existing conditions at each location. Based on this data, ROCHESTER will design a proposed bridge or culvert that meets regulatory requirements for FEMA and/or Habersham County. We assume the crossing is within Habersham's right-of-way and will not require additional property acquisition for the improvements.

A. Wilbanks Road at Little Mud Creek

Flood Model & Study– RAI will meet FEMA requirements during the hydrology and hydraulic analysis of this crossing.

- i. We will obtain the Effective model from FEMA that will include the crossing location.
 1. The Corrected Effective model will then be built by updating the Effective model with field run survey and/or downloadable DTM data to reflect field conditions and any manmade improvements since development of the

Effective model. The Corrected Effective model will utilize the Effective flowrates.

- ii. A Proposed FEMA model will be built with Effective flowrates. The proposed bridge and its components will be incorporated as updates into the existing model to create a Proposed hydraulic model. All FEMA regulations concerning rise will be observed.
- iii. A Floodway run will be performed on the FEMA proposed model.
- iv. A Scour analysis will be performed using GDOT methodologies. Conservative assumptions will be made until soil testing is complete. If needed, countermeasures will be specified.
- v. A deck drainage system will be designed if required using GDOT methodologies.
- vi. A report summarizing methodologies and results will be prepared. The report will include a comparison of existing and proposed conditions.

B. East Glade Creek Road at Glade Creek Trib

Flood Model & Study– RAI will meet FEMA/Habersham County requirements during the H&H analysis of this crossing.

- i. Because this crossing is not within an area that has an Effective Model, RAI will develop an Existing model using FEMA methodology.
- ii. The Existing model will be built by utilizing field run survey and/or downloadable DTM data to reflect field conditions. The Existing model will utilize flowrates from StreamStats/USGS regression equations.
- iii. A Proposed FEMA model will be built with Existing flowrates. The proposed bridge and its components will be incorporated as updates into the existing model to create a proposed hydraulic model. Coordination with the bridge designer will be essential in this step. All FEMA regulations concerning rise will be observed.
- iv. A Scour analysis will be performed using GDOT methodologies. . Conservative assumptions will be made until soil testing is complete. If needed, countermeasures will be specified.
- v. A deck drainage system will be designed if required using GDOT methodologies.
- vi. A report summarizing methodologies and results will be prepared. The report will include a comparison of existing and proposed conditions.

C. East Glade Creek Road at Glade Creek Trib

Flood Model & Study– RAI will meet GDOT requirements at this location.

- i. Because this crossing is within the FEMA Area of Minimal Flood Hazard Zone X, Habersham County regulations will be followed. The Proposed model will be built by utilizing field run survey and/or downloadable DTM data to reflect field conditions. The Proposed model will utilize flowrates from StreamStats/USGS regression equations.
- ii. A report summarizing methodologies and results will be prepared. The report will include a comparison of existing and proposed conditions.

While we will borrow some GDOT methodologies, such as hydrologic methodology, scour analysis, and deck drainage design, we assume Georgia Department of Transportation (GDOT) bridge replacement study requirements are not required for this preliminary scope of work. If they are required, then our fees will need to be adjusted accordingly.

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

- The delineation, permitting, or mitigation of any streams or wetland areas is not included in this proposal.
- No coordination or permitting with FEMA is included in this proposal. If required, permitting fees will be determined once the delineation has been completed.

- No onsite inspections or inspection reports are included in this proposal except for those described herein.
- No telephone, electric, cable television or gas line design is included.

1.2.3 PRELIMINARY STRUCTURAL LAYOUT – Rochester will develop the preliminary bridge layout sheets for the three structures (one plan sheet for each structure). This will include sizing calculations to determine an economic structure type. Span lengths and structure depths will be based on the preliminary hydraulic study (to be developed as part of the H&H study task) to confirm the bridge meets the applicable hydraulic and environmental requirements. Our team will collaborate with the client to include the desired bridge width and preferred bridge barriers. The preliminary layout sheets will include the available topographic survey information, including contours and elevations. Preliminary hydraulic data and minimum structure elevation will also be shown.

1.3 COORDINATION & MEETINGS

1.3.1 COORDINATION & MEETINGS – Consultant will attend meetings and participate in telephone calls to discuss the project and regulatory coordination, as requested by you or your representative. We assume no meetings and no time for construction administration. If meetings or construction administration (CA) is requested additional fees will be required. These services will be provided on an hourly basis.

2.0 ADDITIONAL SERVICES

2.0.1 ADDITIONAL SERVICES – Rochester & Associates, Inc. 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. If authorized in writing by the Client, the Consultant shall furnish or obtain from other additional sources, such items as: soil testing, rock quantities, additional 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 hourly rates for the engineering and surveying services are included herein.

2.0.2. REVISIONS – Reviewing and addressing more than One (1) round of comments, additions, or revisions required 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.

COMPENSATION

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

1.1	Pre-Design Service Items		
1.1.1.	Limited Survey Services	\$ 4,700.00	Fixed Fee
1.2.	Preliminary Engineering Design Services		
1.2.1.	Preliminary Engineering Design	\$ 17,299.50	Fixed Fee
1.2.2	Hydrology & Hydraulic (H&H) Study	\$ 68,300.00	Fixed Fee
1.2.3	Preliminary Structural Layout	\$ 10,000.00	Fixed Fee
1.3.	Coordination & Meetings		
1.3.1	Coordination & Meetings	\$ 00.00	Hourly
2.0	Additional Services		
2.0.1	Additional Services	\$ 0.00	Hourly
2.0.2	Revisions	\$ 0.00	Hourly
	TOTAL	\$100,299.50	Fixed Fee

SCHEDULE: The estimated completion is approximately 3-4 months from written receipt of notice to proceed.

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

TERMS AND CONDITIONS: Exhibit B, Terms and Conditions for Professional Services are attached to and considered part of this letter Agreement.

EXCLUSIONS

1. This proposal anticipates a variety of governmental actions beyond the ability of ROCHESTER to control. Reasonable effort and care will be made to secure such approvals, but no guarantees to specific outcomes can be made.
2. This proposal is valid for 60 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2024
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, this will be considered additional work and our fees may require adjustment.
4. No wetland or state waters 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.
5. Only the fieldwork indicated is included in this proposal. The design and construction plans will be based on the approved Concept Plan developed during the Pre-Design Services tasks. Any changes to the layout after approval by the Client could cause additional work that would require additional fees
6. No Phase 1 ESA or other due diligence tasks are included in this proposal. It is assumed that the Client will be responsible for any due diligence work other than those specifically stated in the Scope of Services of this proposal. However, these services can be provided for an additional fee if requested.

7. No construction staking services are included in this proposal. We have assumed that all utilities are at the property boundaries of the site. Any additional offsite utility design or surveying will be billed as an extra charge.
8. No traffic impact study services are included in this proposal; however, these services can be provided under separate contract.
9. No traffic signal analysis or design services are included in this proposal; however, these services can be provided under separate contract.
10. 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 cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
11. Water pressure testing and associated fees are not included; however, we will assist you with obtaining fire hydrant flow test data upon request at the hourly rates listed herein.
12. No hardscape, landscape or irrigation design is included in this proposal; however, these services can be provided for additional fees.
13. 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.
14. Any revisions made after agency 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.
15. ROCHESTER requires that you are empowered to grant, or will obtain, permission for our personnel to enter the site.
16. Our Scope of Services excludes marking underground utilities
17. We assume no buffer variances will be required.
18. NEPA is excluded from this proposal.
19. No permitting, erosion control design, material testing, geotechnical services, environmental studies, traffic control evaluation or design is included in our scope of work.
20. Project coordination and meetings is not included in our scope of work; however, these services can be provided on an hourly basis at our current unit rates.
21. No grant coordination or administration is included in our proposal; however, we could provide these services on an hourly basis if requested.

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 60 days from the date on page one. If you have any questions, please contact Charles Laurens at (678) 450-5145.

Sincerely,

ROCHESTER | DCCM



Lee Phillips
Senior Vice President
jlphillips@rochester-assoc.com

cc: Charles J. Laurens
cjlaurens@rochester-assoc.com

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EXHIBIT A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	385.00 per hour
Principal	260.00 per hour
Project Director	225.00 per hour
Director of Development Strategies	215.00 per hour
Senior Project Manager	200.00 per hour
Senior Surveyor	185.00 per hour
Senior Engineer	185.00 per hour
Senior GIS Enterprise Administrator	185.00 per hour
Senior Landscape Architect	185.00 per hour
Project Manager	185.00 per hour
Senior Designer	165.00 per hour
Project Surveyor	165.00 per hour
Project Engineer	165.00 per hour
Project GIS Developer	165.00 per hour
Project Landscape Architect	165.00 per hour
Project Designer	145.00 per hour
Staff Surveyor	145.00 per hour
Staff Engineer	145.00 per hour
Staff GIS Analyst	145.00 per hour
Staff Project Manager	145.00 per hour
Staff Landscape Architect	145.00 per hour
Staff Designer	135.00 per hour
CADD Technician	120.00 per hour
GIS Technician	120.00 per hour
Two Person Crew (GPS/RTK)	225.00 per hour
One Person Crew (GPS/RTK)	215.00 per hour
Four Person Field Crew	225.00 per hour
Three Person Field Crew	200.00 per hour
Two Person Field Crew	185.00 per hour
One Person Field Crew	160.00 per hour
Field Technician	100.00 per hour
Clerical	90.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2024.

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 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.

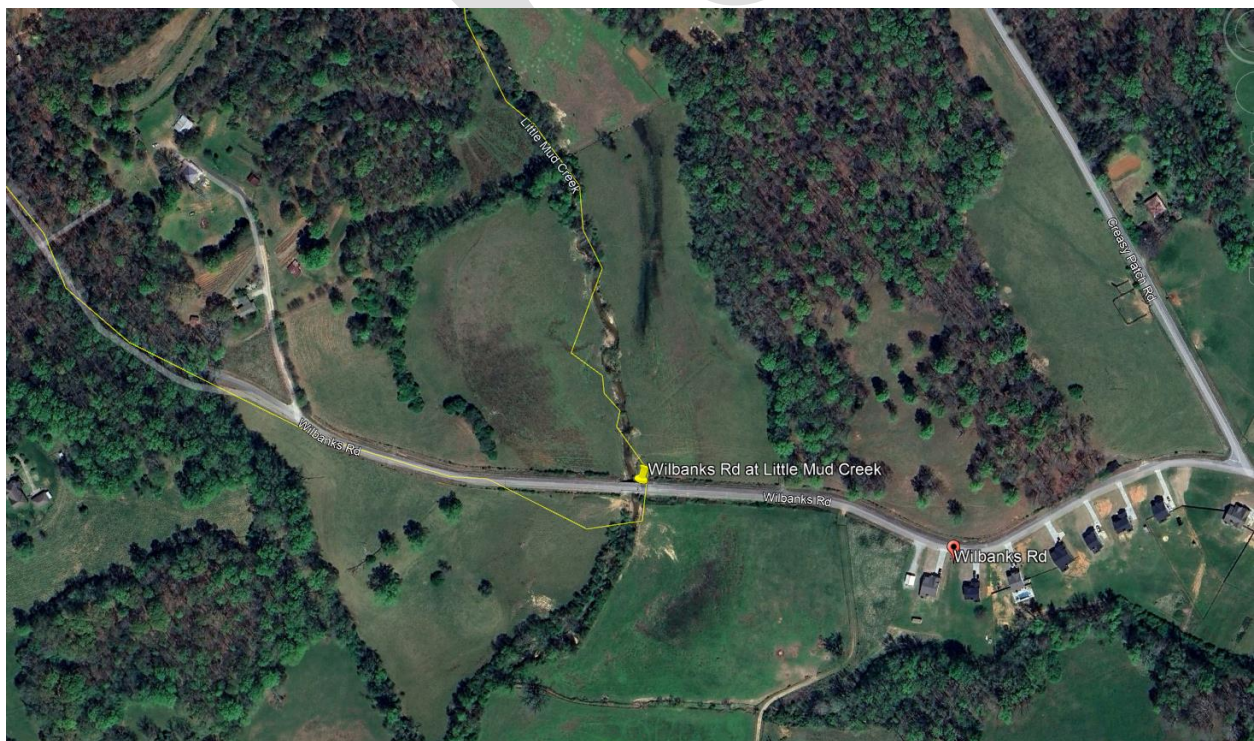
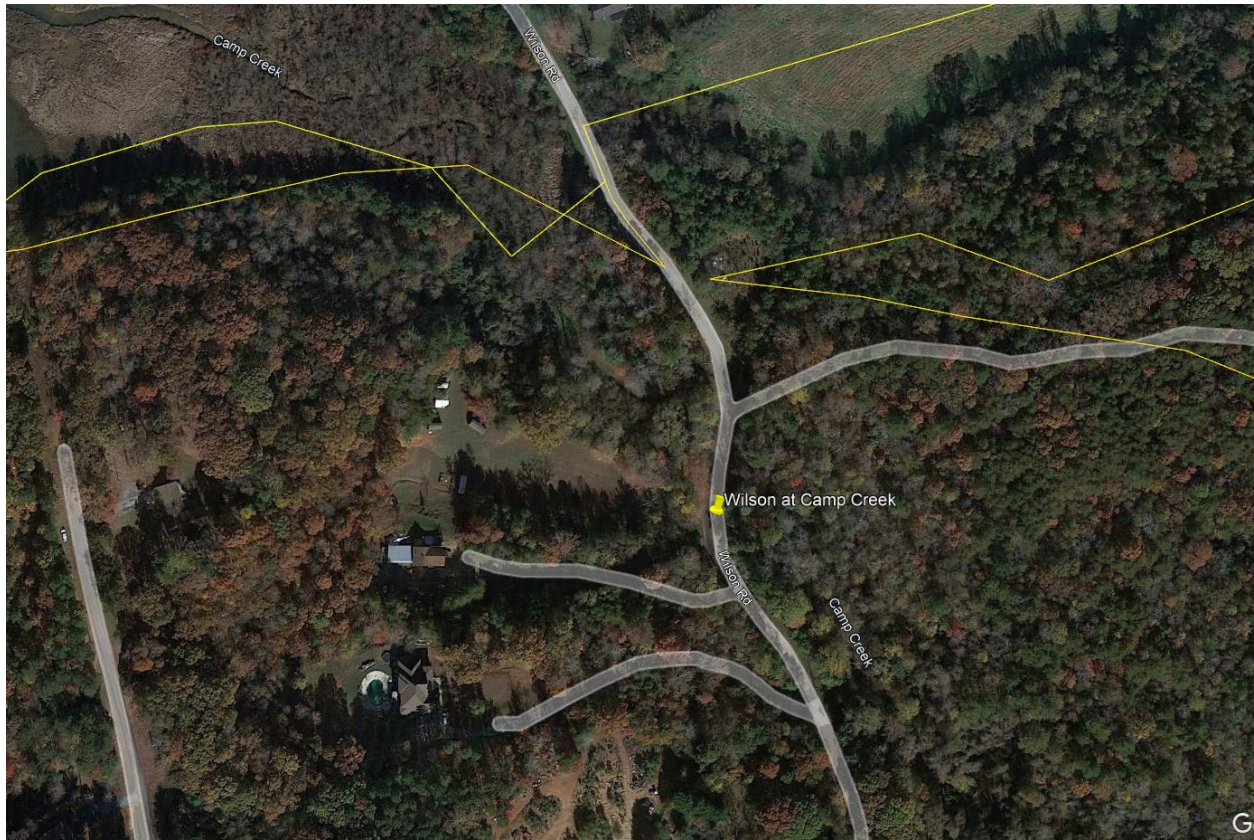
Likewise, and notwithstanding any other provisions of this Agreement, ROCHESTER agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and 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 CLIENT.

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





Draft

EXHIBIT D

PROPOSAL ACCEPTANCE

Description of Services Professional Surveying & Engineering Services
Project Name FEMA BRIC Grant Projects
Project Location Habersham County, GA
Proposal Date September 4, 2024 Consultant ROCHESTER | DCCM

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:
Firm: **Habersham County Commissioners**
Address: 130 Jacob's Way, Suite 302
City: Clarkesville
State: GA Zip Code: 30523 Phone: (706) 839-0213
Attention: Mr. Jerry Baggett
Title: *Public Works Director / Capital Projects Manager*

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_____

Habersham County Commissioners
Print or type individual, firm or corporate name

X
Signature of authorized representative

Mr. Jerry Baggett, Public Works Director / Capital Projects Manager
Print or type name of authorized representative and title