Peachtree City Water & Sewerage Authority
Regular Meeting
Agenda
Tuesday, July 7, 2020
8:00 a.m.

I. Pledge of Allegiance

II. Public Comment

III. Minutes

June 1, 2020 - Regular Meeting Minutes

IV. Reports
   A. Authority Members
   B. General Manager

V. Meeting Dates for 2020-2021

VI. Resolution on Septage Receiving

VII. Septage Receiving Application and Conditions

VIII. ISE Contract

IX. ISE Work Authorization for the Industrial Pretreatment Program

X. Executive Session – Real Estate, Personnel, Potential Litigation

XI. Adjourn

** Location of meeting is Peachtree City Water & Sewerage Authority at 1127 Hwy. 74, South **

NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting. A quorum of City Council will be in attendance.
Peachtree City Water and Sewerage Authority

June 1, 2020

The Peachtree City Water and Sewerage Authority held its monthly meeting on Monday, June 1, 2020, in the break room and conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Phil Prebor, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), and Mr. John Dufresne. Mr. Kevin Madden was absent. Due to the COVID-19 pandemic and Governor Brian Kemp’s Executive Order the Board members were located in the break room and the public was in the Board room for proper social distancing with live video and audio being fed into each room.

Ms. Fleisch called the meeting to order at 6:30 pm, and began with the Pledge of Allegiance.

Ms. Fleisch opened the meeting up for public comment. There were no public comments.

Ms. Fleisch asked for a motion to approve the May 14, 2020 regular meeting minutes. Mr. King made the motion, seconded by Mr. Prebor. Motion carried.

There were no reports from the Authority members. As a General Manager report, Mr. Dan Davis discussed the cleanup project in the garage mezzanine, stating the process is going well and document archive scanning has started.

Ms. Griffis discussed the proposed 2020-2021 Meeting Dates and Time Change. Ms. Griffis asked the Board to consider changing the meeting time to 8:00 am to ease coordination of staff that are already here at the office. Holidays were taken into consideration with the proposed schedule. Mr. Ernst asked if this schedule is planned to start next month. Ms. Griffis stated that the schedule would start next month, July. Mr. Prebor stated Monday mornings are tough for him and asked if the meetings had to be on Mondays – although he could make any day work. Ms. Fleisch stated this was discussed briefly with all Board members, Ms. Shah, and Mr. McNeil and all concurred. Mr. Prebor asked if Tuesdays would work. Ms. Fleisch suggested the Board approve 8:00 am on July 7, 2020, and at that meeting adjust and approve the dates for the remainder of the year. Ms. Griffis stated she will revise the schedule to Tuesdays at 8:00 am to be included on the Agenda next month. Mr. King made a motion to change to an 8:00 am meeting time for all meetings moving forward, seconded by Mr. Ernst. Motion carried. Mr. Prebor made a motion to approve changing the next meeting to July 7, 2020, seconded by Mr. Ernst. Motion carried.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried. The meeting was adjourned at 7:18 pm.

The meeting was reconvened at 7:18 pm.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried. The meeting was adjourned at 7:18 pm.

_________________________
Chairman - Vanessa Fleisch

_________________________
Treasurer/Secretary - Terry Ernst
Peachtree City Water and Sewerage Authority  
1127 Hwy. 74, South  
Peachtree City, GA 30269  

**Meeting Dates at 8:00 a.m.**  

July 7, 2020  
August 11, 2020  
September 8, 2020  
October 13, 2020  
November 10, 2020  
December 8, 2020  
January 12, 2021  
February 9, 2021  
March 9, 2021  
April 13, 2021  
May 11, 2021  
June 8, 2021  
July 13, 2021  
August 10, 2021  
September 14, 2021
RESOLUTION 20-01
OF THE PEACHTREE CITY WATER AND SEWERAGE AUTHORITY
AS TO SEPTAGE RECEIVING RATES

WHEREAS, the Peachtree City Water and Sewerage Authority was created on March 31, 1987, and is under the direction of five (5) appointed members; and

WHEREAS, the members of the Authority are charged with, in part, prescribing and putting in place the rates, tolls, fees, and charges for the services, facilities, and commodities furnished by the Authority; and

WHEREAS, the members of the Authority adopted on October 11, 2010, Resolution 10-02 which addresses, in part, septage receiving rates; and

WHEREAS, the members of the Authority adopted on March 5, 2018, Resolution 18-01 which addresses, in part, septage receiving rates; and

WHEREAS, based upon the recommendation of the General Manager, the members of the Authority have determined that the septage receiving rates to be charged by the Authority should be modified;

THEREFORE, BE IT RESOLVED by the Peachtree City Water and Sewerage Authority of Peachtree City, Georgia, that:

The charges by the Authority for receipt and treatment of septage shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Recovery Fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>PCWASA Administrative Fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Total Fixed Fee per Delivery</td>
<td>$50.00</td>
</tr>
<tr>
<td>Volumetric Charge (per gallon)</td>
<td>$0.08</td>
</tr>
</tbody>
</table>

All other rates, fees, and charges to be made by the Authority as set out in Resolution 10-02 remain unchanged.

This Resolution takes effect immediately upon the date of its adoption.


_______________________________________  _____________________________________
Vanessa Fleisch, Chairman     Mike King, Vice Chairman

_______________________________________  _____________________________________
Terry Ernst, Secretary/Treasurer     Kevin Madden, Member

Phil Prebor, Member
# Wastewater Hauler Permit Application

**Company Name**  
____________________________________

**Application No.** ________________

**Billing Address**  
____________________________________

**Physical Address**  
____________________________________

**City / Zip Code**  
____________________________________

**City / Zip Code**  
____________________________________

**Contact Name / Title**  
____________________________________

**Contact No.**  
____________________________________

**Business License No.**  
____________________________________

**City / County**  
____________________________________

Provide the following information for each waste transport vehicle:

<table>
<thead>
<tr>
<th>Vehicle Make/Model</th>
<th>License No.</th>
<th>Capacity (Gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Permit Decal Fee**  
____________________  

**Card Fee**  
____________________  

($5.00 \times \text{Total Number of Vehicles})

**Total Fee Due**  
____________________  

**Check or Money Order Number**  
____________________________________

Average number of gallons hauled per week originating in Fayette County:  
____________________  

*(For informational purposes only)*

I certify that the information contained herein is, to the best of my knowledge, true, accurate, and complete.

____________________________________ /  

Signature / Date  
____________________________________

*Print Name and Title*

Please include a company credit card number to be placed on file for all applicable fees.

PERMIT WILL NOT BE PROCESSED WITHOUT PAYMENT.

<table>
<thead>
<tr>
<th>For Office Use ONLY - Card ID Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>
Wastewater Hauler Permit Conditions

ACCEPTABLE WASTE
Only domestic and commercial waste that is generated within the limits of Fayette County, Georgia will be accepted at the Authority's designated wastewater receiving facility. The Authority defines commercial waste as being generated by establishments that produce only domestic waste. Any generators of commercial waste that are involved with food preparation must meet the Authority's grease trap requirements set forth in the Peachtree City Water & Sewerage Authority's current Sewer Use Ordinance in order to discharge their septage at the Authority's receiving plant. The Authority will not under any circumstances accept industrial, portable toilet, grease trap/interceptor, municipal, laboratory, and/or medical waste. The Authority will only receive up to ten (10) loads per day. Approved haulers must schedule an appointment with prepaid funds. There will be an automated sign-in with a gate code.

DISCHARGE LOCATION
All acceptable wastes must be discharged at the Peachtree City Water & Sewerage Authority's Line Creek Wastewater Treatment Plant, herein after referred to as the receiving facility located at 100 Aviation Way, Peachtree City GA 30269, unless otherwise designated by the Authority. Receiving hours are Monday thru Friday 7:00am — 3:00pm and Saturday by appointment (Closed Sunday). In order to discharge septage, an employee of the Authority must be present to accept the load. In certain situations, an operator may not always be immediately available at the septage receiving station; in that case, the hauler should call 770-487-7993 or 678-300-0196 in order to reach an operator. The Peachtree City Water & Sewerage Authority reserves the right to refuse waste or to limit the amount of waste to be discharged into the receiving facility.

TRANSPORTER VEHICLE REQUIREMENTS
The permitted wastewater hauler shall have their company name legibly displayed on both sides of all wastewater transport vehicles that discharge in the Authority's receiving facility. The Authority will limit the size of the transporter vehicle to 3,000 gallons because of roadway restrictions. Only those vehicles possessing a valid permit decal affixed to the rear bumper of the vehicle will be permitted to discharge waste into the Authority's receiving facility. The permit decal fees are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Permit Decals</td>
<td>$5.00</td>
</tr>
<tr>
<td>Replacement Decals</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

MANIFEST REQUIREMENTS
The permitted wastewater hauler shall manifest the source, volume, and type of all wastes to be discharged into the Authority's receiving facility. The wastewater hauler must submit all relevant and completed manifests at the receiving facility before disposing of the vehicle's content.

LENGTH OF PERMIT
Wastewater hauler permits shall be issued once. Permits will not have to be renewed as long as the haulers business information remains the same.
PERMIT FEES
A fee of $60 shall be charged for the issuance of a wastewater hauler permit.

REVOCATION OF PERMIT
The permit issued to the wastewater hauler by the Authority may be revoked when:
After inspection, monitoring, or analysis, it is determined that the waste to be discharged into the receiving facility is in violation of federal, state, local, or authority laws, ordinances, or regulations or is for waste outside the limits of Fayette County, Georgia. Additionally, falsification or intentional misrepresentation of data or statements pertaining to the wastewater hauler permit application, the waste manifest, or other required reporting form shall be cause for permit revocation.

DISPOSAL CHARGES
A charge shall be made for the privilege of disposing of acceptable wastes into the receiving facility. A record shall be maintained of such disposals and payment is due before disposal occurs. Failure on the part of the wastewater hauler to promptly pay waste disposal fees shall be just cause for refusal to accept waste and/or the revocation of the hauler's permit. All fees and charges are payable by company check, money orders and/or credit card. No personal checks will be accepted.

The following charges shall apply:
- Capital Recovery Fee per load $25.00
- PCWASA Administrative Fee per load $25.00
- Volumetric Charge per gallon $0.08

HAULER RESPONSIBILITIES
A wastewater hauler is responsible for protecting the receiving facility from any contributing waste discharges, which could inhibit, interfere, or otherwise be incompatible with the operations and/or maintenance of the treatment facility including the treatment, use, and/or the disposal of residuals.

Accepted this the ____ day of ________________, 20____.

_________________________________________
Signature

__________________________________________
Print Name and Title
To: Vanessa Fleisch, Chair  
Company: Board of Directors - Peachtree City Water and Sewerage Authority  
Address: 1127 Highway 74 South  
Peachtree City, GA 30269  
Date: June 29, 2020  
From: L.H. (Dan) Davis, Jr., P.E.  
Copy to: Leslie Baer  

Project: Contract General Management

Background Information:
The Board of the Peachtree City Water and Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE) continue to serve as Contract General Manager.

Conflict of Interest Statement
The Georgia General Assembly created the Georgia State Board of Registration for Professional Engineers and Land Surveyors (Board) in 1937 with the charge of protecting life, health, and property and to promote the public welfare. The Board has the power to adopt rules, set standards for licensure, adopt mandatory standards of professional conduct and ethics, and investigate and discipline unauthorized, negligent, unethical or incompetent practice. The Board has the authority to implement provisions of the Georgia State Laws: Title 43, Chapter 15 “Professional Engineers and Land Surveyors” and the Board Rules: Chapter 180, “Rules of State Board of Registration for Professional Engineers and Land Surveyors”. To that end, Section 180-6-.05 identifies seven areas where an engineer may have a conflict of interest. Per subsection 1 of said section, “The engineer or land surveyor shall avoid conflicts of interest. The engineer or land surveyor shall conscientiously avoid conflict of interest with his/her employer or client, but, when unavoidable, the engineer or land surveyor shall forthwith disclose the circumstances to his employer or client.” In the same section, subsection 6 states, “The engineer or land surveyor in public service as a member, advisor, or employee of a governmental body or department shall not participate in considerations or actions with respect to matters involving him/her or his/her organization's private or public engineering or land surveying practices.” Given the above, ISE hereby notifies the Board that it is performing the following services under work authorizations previously authorized by PCWASA:

- PCWASA On-Call Services
- Long-Term Water Quality Monitoring
- Industrial Pre-Treatment Program

Any future work authorizations for efforts by ISE will be approved by the Board.
Scope of Work:

Background and Understanding

This contract represents the third year of Contract Management provided to PCWASA by ISE and follows the contract dated September 30, 2019 and approved by the PCWASA Board of Directors on October 7, 2019. The below scope of services details the continued oversight and support in two key areas: Human Resources and General Management.

The previous contract included assistance with finance/accounting and operational support. Over the past year, ISE transitioned the Finance and Operations functions to recently hired key management personnel while at the same time provided overall General Management and Human Resources support services to PCWASA. ISE has worked with the PCWASA Board and Legal Counsel to develop and implement various employment policies and procedures. ISE has also served as the General Manager for the Authority over the past two years, providing oversight and overall management for the Authority at the direction of the Board of Directors.

Scope of Services

Task 1: Human Resources Management
Within this task, ISE staff will continue to implement and refine the policies and procedures adopted by the Board of Directors over the previous years. ISE will work with the Board of Directors to direct Human Resources functions for all PCWASA staff including: recruiting, staffing, and onboarding; policy development and maintenance; employee relations; and compensation and benefits administration. ISE staff will also work with appropriate HR specific legal counsel to support compliance with regulatory bodies related to employment law. ISE will coordinate HR issues with the Board’s legal counsel as necessary.

Task 2: General Management Oversight
ISE will continue to serve as the General Manager for the Authority. ISE will support coordination for all of the tasks listed below:

- Attendance at the monthly Board meetings as needed
- Incidental meetings as requested by the Board and/or staff
- Interagency liaison as requested by the Board
- Coordination with PCWASA’s legal counsel
- Overall General Management functions, including management of Human Resources, Finance, Operations, and Administrative functions
- Prepare materials for the monthly Board meetings, as well as meeting agendas and meeting minutes

Schedule:

This Work Authorization will commence on October 1, 2020 and upon approval from the PCWASA Board of Directors, and will be valid for a period of one year. The Work Authorization can be terminated by either party with 30 days’ notice, but will renew automatically on an annual basis. The rates will be subject to review and revision on an annual basis.
**Fee Estimate:**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Lump Sum Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Human Resources Management</td>
<td>$6,441.00</td>
</tr>
<tr>
<td>2</td>
<td>General Management Oversight</td>
<td>$9,662.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL MONTHLY FEES</strong></td>
<td><strong>$16,103.00</strong></td>
</tr>
</tbody>
</table>

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

**Authorization:**

Authorized by: ________________________________  Title: ________________________________

Print Name: ________________________________  Date: ________________________________

*Terms and Conditions Included*
TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE’s services shall be submitted, at ISE’s option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered “Past Due” if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Company, and without liability whatsoever to the Company, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE’s cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Company.

Indemnification: ISE shall indemnify and hold harmless Company and all of Company’s personnel from and against any claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Termination of Services: This agreement may be terminated by written notice by either the Company or ISE, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Company shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Company for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Company’s and Recipient’s sole risk and without liability to ISE. Company further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE’s written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The Company acknowledges that ISE’s scope of services for this project does not include any services related to hazardous wastes. ISE and the Company agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Company also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Company as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Company encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Company agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site’s surface. The Company recognizes that ISE’s research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Company or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Company understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Company is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Company and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.
### UNIT RATES – 2020 BILLING RATES
Integrated Science & Engineering, Inc.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Principal</td>
<td>$ 210.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$ 195.00</td>
</tr>
<tr>
<td>Sr. Engineering Manager</td>
<td>$ 170.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Project Engineer II</td>
<td>$ 135.00</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$ 115.00</td>
</tr>
<tr>
<td>Designer I</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Designer II</td>
<td>$ 110.00</td>
</tr>
<tr>
<td>Sr. Designer</td>
<td>$ 135.00</td>
</tr>
<tr>
<td>GIS Professional I</td>
<td>$ 85.00</td>
</tr>
<tr>
<td>GIS Professional II</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>GIS Professional III</td>
<td>$ 115.00</td>
</tr>
<tr>
<td>Sr. Planner</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>Sr. Environmental Scientist</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Sr. Surveying Manager</td>
<td>$ 135.00</td>
</tr>
<tr>
<td>Survey Crew (1-person)</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>Survey Crew (2-person)</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Engineer / Survey Technician I</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>Engineer / Survey Technician II</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Engineer / Survey Technician III</td>
<td>$ 115.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$ 65.00</td>
</tr>
</tbody>
</table>

Subcontractor / Subconsultant    Cost + 15%
Reimbursables                    Cost + 15%
To: Vanessa Fleisch, Chair  
Company: Board of Directors - Peachtree City Water and Sewerage Authority  
Address: 1127 Highway 74 South  
Peachtree City, GA 30269  

Date: June 29, 2020  
From: Jarred M. Jackson, P.E.  
Copy to: L.H. (Dan) Davis, Jr., P.E. file

Project: Industrial Pretreatment Program, 2020-2021 EPD Year

Background Information:
The Peachtree City Water and Sewerage Authority (PCWASA) owns and operates a sewer system, inclusive of a Georgia Environmental Protection Division (EPD) approved pretreatment program. Currently, five industries within the system have industrial permits issued by PCWASA. PCWASA would like assistance in administering the program. This work authorization covers July 2020 through June 2021 (12 months) for actual inspections, with July 2021 serving for year close-out.

Scope of Work:

Task 1- Project Management
This task includes project management of the project, including such items as monthly invoicing and reporting.

Task 2- Monthly Report Processing
ISE will review monthly self-monitoring reports from each of the five industrial users and identify compliance/non-compliance with each user’s industrial permit. If an industrial user is out of compliance on an item that does not involve a surcharge, ISE will prepare a Notice of Violation on PCWASA letterhead and send to the user. The Notice of Violation will include next steps for the user as prescribed in PCWASA’s Pretreatment Program. If the industrial user is out of compliance on an item that involves a surcharge, ISE will prepare a notification and calculate the surcharge required. If the industry is significantly out of compliance, ISE will contact PCWASA immediately upon receipt of the monthly report so that a pass-through-interference incident does not occur. Additionally, ISE will assist in the publication of known violators, per Section 13 of PCWASA’s Pretreatment Ordinance. For the purposes of this Work Authorization, it is assumed there will be no more than 12 total non-compliance events in a 12-month period. Any more than 12 non-compliance events will be processed as additional services, Task 5 of this Work Authorization.

Task 3- Annual Inspections
ISE will physically inspect each industry once a year to determine compliance with the overall industry’s permitted requirements. ISE will use the “Industrial Inspection Form” included in PCWASA’s Pretreatment Program. As part of this task, ISE will utilize PCWASA’s composite sampling equipment to obtain samples
from the industries for PCWASA’s annual reconnaissance sampling. ISE will provide said samples to PCWASA for delivery to their chosen lab for analysis. This task does not include the cost of sample analysis.

**Task 4- Annual Report**
ISE will prepare the POTW Pretreatment Annual Report using the latest EPD form for both the Rockaway WPCP and the Larry B. Turner WRF. The report summarizes PCWASA’s pretreatment program during the July 2020 – June 2021 year and includes monthly activities, surcharges, and notices of violation. PCWASA will forward lab results and actual costs of the pretreatment program to ISE for inclusion in the annual report.

**Task 5- Additional Services**
Additional services provided to assist PCWASA with any industrial pretreatment program activities outside the scope of services herein include, but are not limited to: EPD assistance, additional permitting activities, or EPD audit assistance. This task will be completed on an hourly, as needed basis at the direction and request of PCWASA.

**Schedule:**
ISE is ready to commence this work immediately upon receipt of proper authorization. The project is dependent on input from PCWASA, but should be completed monthly, with the requisite annual report completed yearly.

**Fee Estimate:**
ISE proposes to complete the work for each task per the following fee schedule:

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Contract Amount</th>
<th>Billing Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>$3,000</td>
<td>Lump sum</td>
</tr>
<tr>
<td>2</td>
<td>Monthly Report Processing</td>
<td>$9,600</td>
<td>Lump sum ($800 monthly)</td>
</tr>
<tr>
<td>3</td>
<td>Annual Inspections</td>
<td>$12,000</td>
<td>Hourly, not to exceed</td>
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<tr>
<td>4</td>
<td>Annual Report</td>
<td>$2,200</td>
<td>Lump sum</td>
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<tr>
<td>5</td>
<td>Additional Services</td>
<td>As needed</td>
<td>Hourly</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$26,800</strong></td>
<td></td>
<td><strong>Without Task 5</strong></td>
</tr>
</tbody>
</table>

ISE will invoice this project on a monthly basis to PCWASA. All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the PCWASA prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

**Authorization:**
Authorized by: ___________________________  Title: ___________________________
Print Name: ___________________________  Date: ___________________________

*Terms and Conditions Included*
Integrating Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE’s services shall be submitted, at ISE’s option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered “Past Due” if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Company, and without liability whatsoever to the Company, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE’s cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Company.

Indemnification: ISE shall indemnify and hold harmless Company and all of Company’s personnel from and against any claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Termination of Services: This agreement may be terminated by written notice by either the Company or ISE, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Company shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Company for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Company’s and Recipient’s sole risk and without liability to ISE.

Company further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE’s written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The Company acknowledges that ISE’s scope of services for this project does not include any services related to hazardous wastes. ISE and the Company agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Company also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Company as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Company encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Company agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site’s surface. The Company recognizes that ISE’s research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Company or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Company understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Company is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Company and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.
UNIT RATES – 2020 BILLING RATES
Integrated Science & Engineering, Inc.

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate/Hour</th>
</tr>
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<tbody>
<tr>
<td>Sr. Principal</td>
<td>$210.00</td>
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<td>Principal</td>
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<td>Sr. Surveying Manager</td>
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<td>Survey Crew (1-person)</td>
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<td>Survey Crew (2-person)</td>
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<tr>
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<tr>
<td>Intern</td>
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<td>Administrative</td>
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Subcontractor / Subconsultant Cost + 15%
Reimbursables Cost + 15%