

Peachtree City Water & Sewerage Authority  
Regular Meeting  
Tuesday, June 20, 2023  
8:30 a.m.

- I. Pledge of Allegiance
- II. Public Comment
- III. Minutes

April 18, 2023 - Regular Meeting Minutes

- IV. Reports
  - A. Authority Members
  - B. General Manager
- V. Resolution 23-01 Septage Receiving Rates
- VI. Agreement with Fayette County, Georgia for the Fayette County Water System
- VII. Agreement (Amended) with Fayette County, Georgia for the Fayette County Water System
- VIII. Agreement with Rochester for 54/74 Sanitary Sewer Line Replacement
- IX. Agreement with Rochester for Pump Station 38 Stream Crossing
- X. Line Creek WWTP Re-Permitting Evaluation Work Authorization from ISE
- XI. Pump Station 2 Wet Well Improvements Work Authorization from ISE
- XII. Executive Session – Real Estate, Personnel, Potential Litigation
- XIII. 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

April 18, 2023

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, April 18, 2023, in the break room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Kim Learnard, Vice-Chairman Mike King, Treasurer/Secretary Frank Destadio, Board Member Phil Prebor, Board Member Clint Holland, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Clay McEntire (Marsh & McLennan Agency), Mr. David Irwin (Mauldin & Jenkins), Ms. Taylor Pessin, and Mr. John Dufresne.

Ms. Learnard called the meeting to order at 8:30 am. The meeting began with the Pledge of Allegiance.

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

Ms. Learnard asked for a motion to approve the March 21, 2023 regular meeting minutes. Mr. King made a motion to approve the March 21, 2023 regular meeting minutes, seconded by Mr. Destadio. Mr. Prebor made a comment regarding the minutes related to the discussion of whether the Authority facility might be a possible location for voting. Mr. Prebor stated he did not think the issues discussed were insurmountable, but the minutes do not reflect that. Ms. Learnard asked for an approval as noted. Motion carried.

There were no reports from the Authority members or the General Manager.

Ms. Shah discussed the Quarterly Financial Report, stating she anticipates the Authority will meet the budget. Ms. Shah noted salary and benefit expenses are below budget due to unfilled positions. Ms. Shah stated the first bond has been paid off and discussed the remaining bond.

Ms. Shah introduced Mr. Irwin with Mauldin & Jenkins to present the Audit Report for the fiscal year ended September 30, 2022. Mr. Irwin discussed the annual audit, stating they issued a clean/unmodified opinion of the report with no audit findings and no material weaknesses or significant deficiencies in the Authority's internal controls. Mr. Irwin stated the financial statements as prepared by management are fairly stated in all material respects in accordance with generally accepted accounting principles. Mr. Irwin stated Ms. Shah does a great job providing information and answering questions in a timely manner. Mr. Irwin encouraged the Board to read the Management's Discussion and Analysis (MD&A) within the report which provides a narrative discussion of the financial statements. Mr. Irwin discussed the financial statements, stating the Authority is in a very good liquid financial position. Mr. Dan Davis discussed the significant projects forecasted in the next five years, and the goal of being debt free in order to apply funds to these upcoming projects. Mr. Prebor stated there is a perception that the Authority fees are high, with a portion of those fees applied to bond retirement. Mr. Prebor questioned how much of the \$25 fee is needed. Mr. Holland made a motion to approve the audit report as presented, seconded by Mr. King. Motion carried.

Mr. McEntire discussed the commercial insurance renewal, to be effective May 1, 2023. Mr. McEntire stated they shopped the market, which is difficult due to inflation and claims. Travelers (the current carrier) provided a fair (7% increase) renewal and was the most competitive in the marketplace. Mr. McEntire noted a correction in the umbrella policy information – should read \$3 million not \$1 million – nothing has changed. Mr. McEntire stated two vehicles were added to the vehicle policy, thus it is essentially a flat renewal. Mr. McEntire discussed the 50% increase in cyber liability stating there is an overall market increase due to emerging threats and higher risks. Mr. McEntire stated this is a good rate

compared to other municipal/school/authority entities. Mr. McEntire stated since the Agenda packet was published, he was able to get Travelers to reduce the renewal rate by \$1,400; the new renewal rate is \$105,902. Mr. Prebor made a motion to approve the Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage May 1, 2023 renewal in the amount of \$105,902 as presented, seconded by Mr. King. Motion carried.

Mr. Dan Davis discussed the Animal Shelter Pump Station Design Work Authorization from ISE. Mr. Dan Davis stated the Authority is responsible for providing a pump station to serve the Animal Shelter facility. Mr. Dan Davis stated the plan is to abandon the existing pump station in the Authority parking lot and add a new pump station to serve the Authority building and the Animal Shelter. Mr. Holland made a motion to approve the Animal Shelter Pump Station Design Work Authorization, seconded by Mr. King. Motion carried.

Mr. Prebor made a motion to cancel the July 18, 2023 meeting, seconded by Mr. King. Motion carried.

Ms. Learnard asked for a motion to adjourn into Executive Session for the purpose of Real Estate, Personnel, and Potential Litigation. The motion was made by Mr. King and seconded by Mr. Holland. Motion carried. The meeting was adjourned into Executive Session at 9:05 am.

The meeting was reconvened at 9:32 am.

Ms. Learnard asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Destadio. Motion carried. The meeting was adjourned at 9:32 am.

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Chairman – Kim Learnard

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Vice Chairman – Mike King

**RESOLUTION 23-01**  
**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**, the members of the Authority adopted on July 7, 2020, Resolution 20-01 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:**

Volumetric Charge (per gallon)	\$0.14
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All other rates, fees, and charges to be made by the Authority as set out in Resolution 10-02 and 20-01 remain unchanged.

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

**ADOPTED THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Kim Learnard, Chairman

\_\_\_\_\_  
Mike King, Vice Chairman

\_\_\_\_\_  
Frank Destadio, Secretary/Treasurer

\_\_\_\_\_  
Clint Holland, Member

\_\_\_\_\_  
Phil Prebor, Member

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**BILLING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **PEACHTREE CITY WATER AND SEWER AUTHORITY**, a Georgia public body, corporate and politic, acting by and through its Board of Directors, hereinafter referred to as the "Authority", for the purpose of the County providing billing services for the Authority, hereinafter referred to as the "Agreement".

**WITNESSETH:**

**WHEREAS**, the County and the Authority are parties to an existing billing services agreement (the "Prior Agreement"); and

**WHEREAS**, the County and the Authority desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per costumer as recited in the Prior Agreement from \$1.62 per customer to the county approved billing cost per customer per month; and

**WHEREAS**, the County and the Authority desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Authority, the County and the Authority hereby agree as follows:

1.

The Authority has previously provided the County a complete list of all active sewer customers of the Authority. The Authority will supplement the list on a monthly basis with any additions or deletions. The Authority is responsible for the accuracy of the billing list. The Authority will provide the County with the Authority's current sewer billing rates to be applied to the monthly water usage by the Authority's sewer customers.

2.

The County will supply the Authority with monthly reports concerning the Authority's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Authority at a cost agreed upon between the County and the Authority.

3.

The County shall bill the Authority's sewer customers identified by the Authority's list of sewer customers monthly based upon the Authority-supplied sewer rates applied to the water usage. The County will collect the funds due the Authority, including any additional service charges due the Authority, and will remit those funds to the Authority, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The Authority will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Authority for billing and collection of the account by the Authority.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the county approved billing cost per customer per month. Any equipment or computer program changes required to service the Authority's sewer customers shall be paid by the Authority, after first being approved by the Authority. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Authority.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

(SIGNATURES TO FOLLOW ON NEXT PAGE)



BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. Smith, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

(SEAL)

PEACHTREE CITY WATER AND  
SEWER AUTHORITY

By: \_\_\_\_\_  
Kimberly K. Learnard, Chairman

ATTEST:

\_\_\_\_\_  
Gretchen Caola, Secretary

Approved as to form:

\_\_\_\_\_  
Authority Attorney

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a Georgia public body, corporate and politic, acting by and through its Board of Directors, hereinafter referred to as the "Authority", for the purpose of the County providing billing services for the Authority, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the County and the Authority are parties to an existing billing services agreement (the "Prior Agreement"); and an existing billing services agreement dated 2014 (the "Second Agreement"); and

WHEREAS, the County and the Authority desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per costumer as recited in the Prior Agreement from \$1.62 per customer to and the county approved billing cost per customer per month; and

WHEREAS, the County and the Authority desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Authority, the County and the Authority hereby agree as follows:

1.

The Authority has previously provided the County a complete list of all active sewer customers of the Authority. The Authority will supplement the list on a monthly' basis with any additions or deletions. The Authority is responsible for the accuracy of the billing list. The Authority will provide the County with the Authority's current sewer billing rates to be applied to the monthly water usage by the Authority's sewer customers.

2.

The County will supply the Authority with monthly reports concerning the Authority's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Authority at a cost agreed upon between the County and the Authority.

3.

The County shall bill the Authority's sewer customers identified by the Authority's list of sewer customers monthly based upon the Authority-supplied sewer rates applied to the water usage. The County will collect the funds due the Authority, including any additional service charges due the Authority, and will remit those funds to the Authority, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month,

4.

The Authority will notify the County of any adjustment made to an account in writing. When an account becomes 10 days past due, the account will be dropped from the County's billing list and referred to the Authority for billing and collection of the account by the Authority.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the county approved billing cost per customer per month. Any equipment or computer program changes required to service the Authority's sewer customers shall be paid by the Authority, after first being approved by the Authority. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Authority,

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement at any time, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 day notice of termination.

7,

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year  
first above written

**BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY**

[SEAL]

By: \_\_\_\_\_  
Lee Hearn, Chairman

ATTEST:

\_\_\_\_\_  
Tameka P. Smith, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

**PEACHTREE CITY WATER AND SEWERAGE  
AUTHORITY**

[SEAL]

By: \_\_\_\_\_  
Kimberly K. Learnard, Chairman

ATTEST:

\_\_\_\_\_  
Frank Destadio, Secretary

Approved as to form:

\_\_\_\_\_  
Authority Attorney

June 14, 2023

Via: E-mail

Peachtree City Water & Sewerage Authority  
c/o Dan Davis, PE  
1127 Highway 74 South  
Peachtree City, GA 30269

Re: **54/74 Sanitary Sewer Line Replacement Project**  
**PTC WASA**  
**Proposal No. 9483**

Dear Mr. Davis:

Rochester | DCCM (ROCHESTER) is pleased to submit to Peachtree City Water & Sewerage Authority the following proposal for professional services for the above referenced project. We are excited about the opportunity to work with you and look forward to starting work. This proposal briefly discusses our understanding of the scope of work and our fees for these services.

**Location:** Land Lot 129, 7<sup>th</sup> District  
City of Peachtree City, Fayette County, Georgia

## **1.0 PROJECT UNDERSTANDING**

It is our understanding that PTC Water & Sewerage Authority desires to rehabilitate / replace sanitary sewer lines running under Floy Farr Parkway (GA-54), Joel Cowan Parkway (GA-74), and Dixie Circle (per the attached exhibit "C"). The intent of this current project is to develop a plan and specifically design the rehabilitation or replacement of these pipes and related structures.

## **2.0 SCOPE OF SERVICES**

ROCHESTER (Consultant) shall provide the following Professional Engineering, Surveying and consulting services for the project referenced above based on the project understanding.

### **2.1 PRE-DESIGN SERVICES**

- 2.1.1 UTILITY LOCATION – ROCHESTER will develop a Quality Level B (QL-B) Utility Location Survey for the project area shown on Exhibit "C" as defined by "*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*" (ASCE CI 38-02). ROCHESTER 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 (highlighted in RED) designated in Exhibit "C" (all data will be based on above surface markings only). ROCHESTER and/or its sub-consultants 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. ROCHESTER 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.

2.1.2 TOPOGRAPHIC SURVEY – ROCHESTER will perform a field topographic survey along the existing pipe alignments. This survey data will identify existing ground and road elevations including the location and elevations of existing structures, visible above ground utilities, marked underground utilities and other site features within the planned corridor identified in the attached Exhibit "C". Coordinates and elevations shall be based on the Georgia State Plane Coordinate System (NAD 83 and NAVD 88). A database will be prepared which will include relevant ROW, property limits, etc. for inclusion in the construction drawings.

2.1.3 PRELIMINARY ENGINEERING EVALUATION – Based on information previously supplied by client and survey data obtained ROCHESTER will evaluate the existing condition of sanitary sewer pipes and manholes in the project area. This evaluation will help determine the appropriate method of repair or replacement. ROCHESTER will develop any necessary temporary installations or phasing plans to accomplish the project. As part of this process ROCHESTER will reach out to GDOT for information on possible future improvements around this intersection and any possible impacts they may have on existing utilities. Finally, as part of this service ROCHESTER will develop a preliminary cost estimate.

#### 2.1.4 PRE-DESIGN DELIVERABLES

- A. *A Preliminary Engineering Evaluation Report and Plan will be generated for the project and coordinated with Client before the plan is finalized into Construction drawings.*
- B. *There will be no deliverables to the Client specifically for the Underground Utility Locating and Topographic Survey tasks. The data obtained will be used in the design services described below and as part of the deliverables described therein.*

## 2.2 DESIGN SERVICES

- 2.2.1 CONSTRUCTION DRAWINGS – ROCHESTER will utilize the survey data from above as the foundation for the design. Construction Drawings for the proposed sewer main will provide layout and design information for the replacements. The Construction Drawings will include plan and profiles, construction details, and appurtenances thereto for submittal and approval by WASA.
- 2.2.2 OPINION OF PROBABLE CONSTRUCTION COST – ROCHESTER will prepare quantity take off of proposed improvement items to be used for project cost estimating and bidding purposes based on the construction drawings. ROCHESTER will prepare an opinion of probable construction cost.
- 2.2.3 EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) – An ESPC Plan will be required for submittal to the City for review and ROCHESTER will prepare an ESPC Plan for the project area in general conformance with NPDES, Georgia, and Peachtree City erosion control requirements. If required, a NPDES Notice of Intent (NOI) will be prepared as part of this task for submittal to the EPD through their online GEOS system. If required, NOI Fees will be paid by the Client and are not included in this proposal.
- 2.2.4 PROJECT MANUAL – ROCHESTER will prepare a project manual to include contract documents and technical specifications to be used along with the Construction Drawings in the bidding and construction process. It is assumed that WASA will provide any standard contract forms and specifications required for this work.
- 2.2.5 *DESIGN DELIVERABLES*
- A. *Construction Drawings showing appropriate detail for the layout and construction of the elements identified above. Drawings will include the required Erosion and Sediment Pollution Control Plans.*
  - B. *Technical Specifications to be used along with the Construction Drawings during construction and bidding.*
  - C. *Contract Documents will be prepared for project bidding and to be used for the agreement with the selected Contractor(s).*
  - D. *An Opinion of Probable Construction Cost (OPCC) will be prepared for the Client to be used for budgeting purposes.*



## 2.3 PROJECT PERMITTING & COORDINATION

- 2.3.1 PERMITTING & COORDINATION – ROCHESTER will provide copies of plans to WASA for submittal through the GUPS system for GDOT permit approval. Services to include meeting(s) with appropriate governing agency, Client, and/or any agent thereof as required to obtain approvals and/or permit(s). Under this task we will respond to agency comments received.

ROCHESTER will also attend meetings and participate in telephone calls with you to discuss the project and regulatory compliance issues. Below is a list of the agencies that are anticipated to be part of the review process.

- Georgia Department of Transportation
- Peachtree City Water and Sewerage Authority
- City of Peachtree City

### 2.3.2 PERMITTING & COORDINATION DELIVERABLES

- A. *GDOT Utility Permit*
- B. *Peachtree City Land Disturbance Permit*
- C. *NOI (if required)*

## 2.4 BIDDING SERVICES

- 2.4.1 BIDDING ASSISTANCE – ROCHESTER will coordinate and conduct bidding services as requested in accordance with Georgia State regulations concerning public bidding. ROCHESTER will prepare and submit a Bid Advertisement to be published on local and state agency bidding websites. One pre-bid meeting will be conducted and a summary prepared and distributed to all attendees. ROCHESTER will collect all bidder questions and address them in writing as well as prepare and distribute any necessary addenda for the project. ROCHESTER will assist with the bid opening at the date and time specified by the Client. ROCHESTER will tabulate and review the bid results for discrepancies and the bonding will be checked in accordance with the Contract Documents. Based on our review, a recommendation for award will be made to Client for consideration.

## 2.5 CONSTRUCTION SERVICES

- 2.5.1 CONSTRUCTION ADMINISTRATION – ROCHESTER assumes a construction duration of approximately 90 calendar days and will perform the following construction related items:

- Pre-construction conference
- Shop drawing and submittal review
- Response to request for information
- Change order review and recommendation
- Pay application review and recommendation
- Construction observation (1 site visit per week, 12 total)
- Prepare and maintain file of project records
- NPDES 7-day design professional site inspection (if required)

It is assumed that a materials testing agency will be obtained by the Client under a separate contract in accordance with state requirements. ROCHESTER will coordinate with the selected testing agency regarding testing requirements and results.

## 2.5.2 CONSTRUCTION DELIVERABLES

- A. Pre-Construction conference meeting summary
- B. Recommendations for payment
- C. Recommendations for Change Order requests
- D. 7-Day design professional site inspection documentation (if required)
- E. Site visits reports to document construction is conforming with the contract documents
- F. Project punch list upon substantial completion
- G. Copy of project records, if requested

## **COMPENSATION**

ROCHESTER shall be paid the following fees for the services set forth under the Scope of Services.

<b><u>TASK NO.</u></b>	<b><u>TASK DESCRIPTION</u></b>	<b><u>FEE</u></b>	<b><u>TYPE</u></b>
<b>2.1</b>	<b>PRE-DESIGN SERVICES</b>		
2.1.1	UTILITY LOCATION	\$2,000.00	FIX FEE
2.1.2	TOPOGRAPHIC SURVEY	\$6,500.00	FIX FEE
2.1.2	PRELIMINARY ENGINEERING EVALUATION	\$9,975.00	FIX FEE
<b>2.2</b>	<b>DESIGN SERVICES</b>		
2.2.1	CONSTRUCTION DOCUMENTS	\$28,100.00	FIX FEE
2.2.2	OPINION OF PROBABLE CONSTRUCTION COST	\$2,560.00	FIX FEE
2.2.3	EROSION AND SEDIMENT POLLUTION CONTROL PLAN	\$5,850.00	FIX FEE
2.2.4	PROJECT MANUAL	\$2,180.00	FIX FEE
<b>2.3</b>	<b>PERMITTING &amp; COORDINATION</b>		
2.3.1	PERMITTING & COORDINATION	\$7,380.00	HRLY EST.
<b>2.4</b>	<b>BIDDING SERVICES</b>		
2.4.1	BIDDING ASSISTANCE	\$5,060.00	FIX FEE
<b>2.5</b>	<b>CONSTRUCTION SERVICES</b>		
2.5.1	CONSTRUCTION ADMINISTRATION	\$11,370.00	HRLY EST.

**TOTAL ESTIMATED FEES: \$80,975.00**

### 3.0 **ADDITIONAL SERVICES**

Work requested outside of this scope of services will be invoiced in accordance with our Hourly Rates.

### 4.0 **SCHEDULE**

The anticipated schedule for design and construction is as follows:

Topographic Survey (incl. utility locate)	3 weeks from Survey NTP
Engineering Evaluation	2-4 weeks
Design Services	4-6 weeks
Permitting	8-10 weeks
Bidding	6 weeks
Construction	Approximately 3 months from Const. NTP

### 5.0 **EXCLUSIONS AND BASE TERMS**

1. The pricing shown hereon is based on the proposed site improvements as determined by the Owner and detailed in the scope of service listed above. If these services are modified, our fees may need to be adjusted.
2. The hourly rates shown are subject to change after December 31, 2023 or as described in our Agreement for Engineering Services.
3. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.
4. Permitting or mitigation costs of any potential wetland areas are not included in this proposal.
5. No onsite inspections or inspection reports are included in this proposal except for those described herein.
6. 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.
7. 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.
8. 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.

9. Only the fieldwork indicated is included in this proposal.
10. ROCHESTER requires that you are empowered to grant, or will obtain, permission for our personnel to enter the site.

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 Jeff Collins at 678-450-5236.

Sincerely,  
Rochester | DCCM



Jeffrey N. Collins

## Exhibit A

### SCHEDULE OF RATES

#### Hourly Rates:

Entitlement Specialist	375.00 per hour
Principal	250.00 per hour
Project Director	215.00 per hour
Director of Development Strategies	200.00 per hour
Senior Project Manager	190.00 per hour
Senior Surveyor	175.00 per hour
Senior Engineer	175.00 per hour
Senior GIS Enterprise Administrator	175.00 per hour
Senior Landscape Architect	175.00 per hour
Project Manager	165.00 per hour
Senior Designer	155.00 per hour
Project Surveyor	155.00 per hour
Project Engineer	155.00 per hour
Project GIS Developer	155.00 per hour
Project Landscape Architect	155.00 per hour
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CADD Technician	115.00 per hour
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Field Technician	95.00 per hour
Clerical	85.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2023.

## 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 a 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. DELETED.**

**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 the Consultant's total fee for services rendered and paid for on this Project. 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 Fayette 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

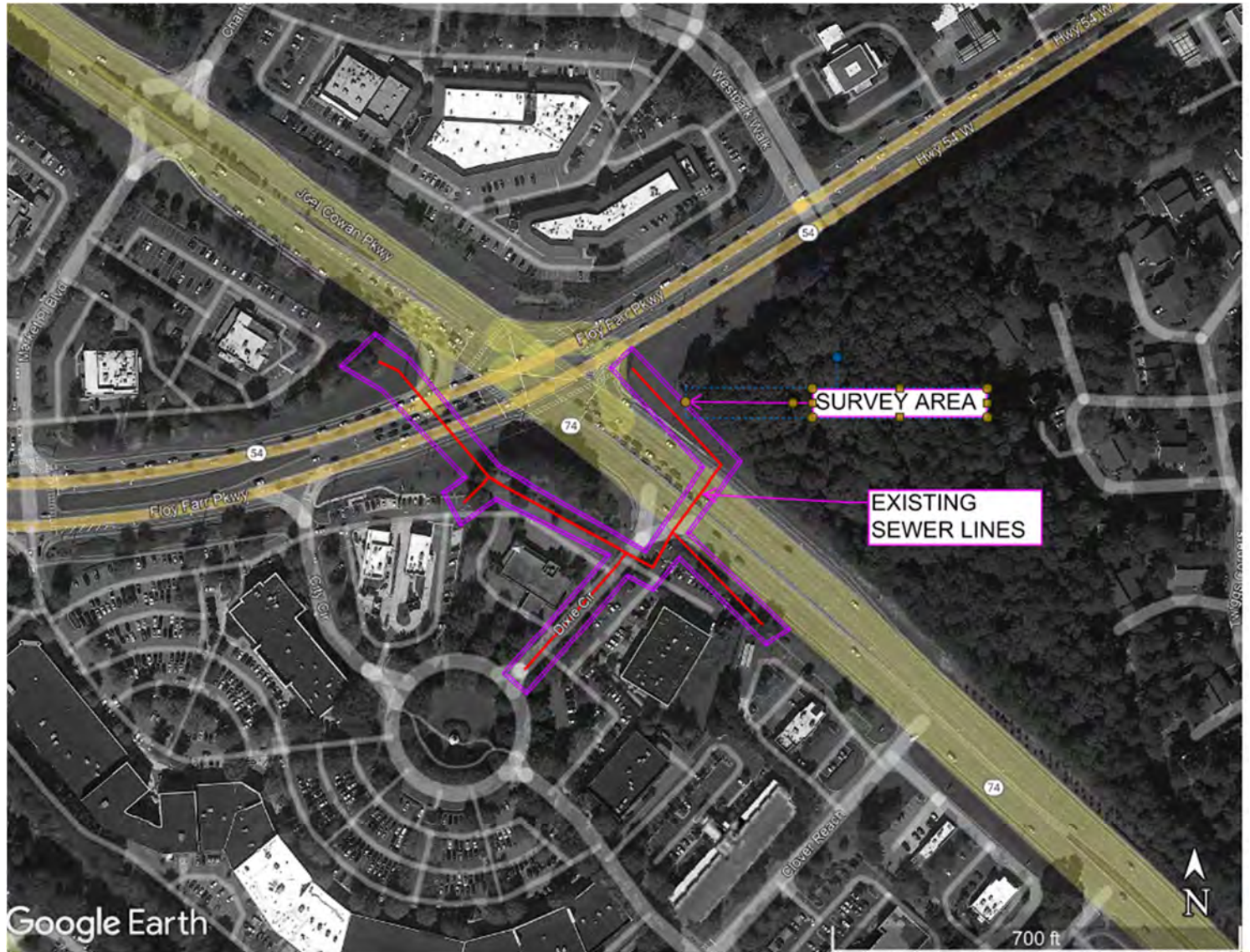
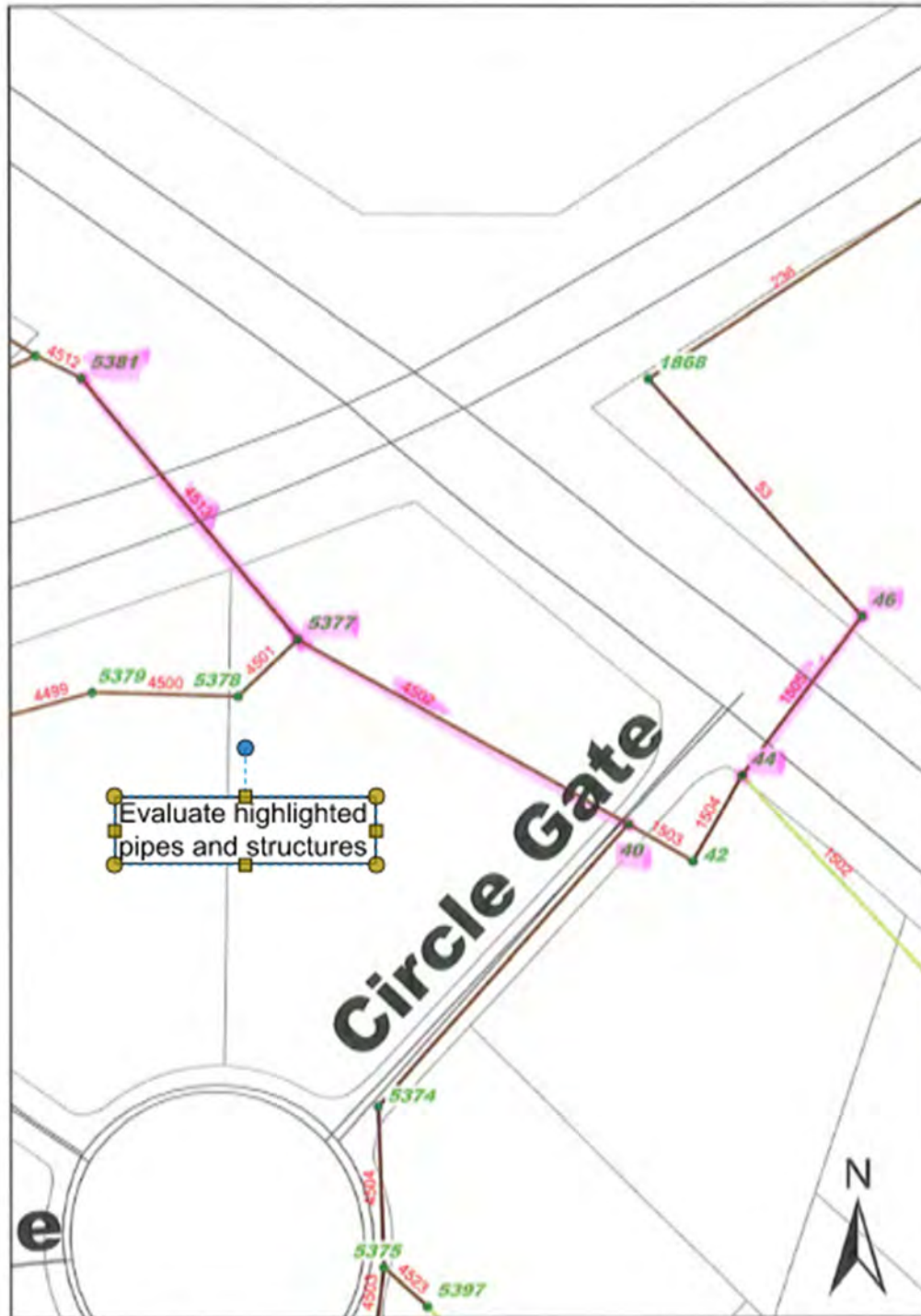




Exhibit D

GA Hwy 74 & GA Hwy 54



**PROPOSAL ACCEPTANCE**

Description of Services Survey & Engineering Services  
Project Name 54/74 Sanitary Sewer Line Replacement Project  
Project Location Peachtree City, GA  
Proposal Date June 14, 2023 Consultant ROCHESTER | DCCM

**FOR PAYMENT OF CHARGES**

Charge Invoice to the Account of:

Firm Peachtree City Water and Sewerage Authority  
Address 1127 Highway 74 South City Peachtree City  
State GA Zip Code 30269 Phone Number (770) 487-7993  
Attention: Millie Shah 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 Peachtree City Water and Sewerage Authority  
Address 1127 Highway 74 South City Peachtree City  
State GA Zip Code 30269 Phone Number \_\_\_\_\_  
Attention: Dan Davis 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\_\_\_\_\_

Peachtree City Water and Sewerage Authority

Print or type individual, firm or corporate name

X

Signature of authorized representative

Print or type name of authorized representative and title

June 14, 2023

Via: E-Mail

Peachtree City Water & Sewerage Authority  
Larry McNeil  
1127 Highway 74 Southp  
Peachtree City, GA 30269  
lmcneil@pcwasa.org

**Re: LS 38 Stream Crossing**

**Proposal No. 9456**

Dear Mr. McNeil,

Rochester | DCCM (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.

Location: Land Lots: 184 District: 7 (34°25'30"N/84°37'02"W)  
Peachtree City, GA

## SCOPE OF SERVICES

ROCHESTER shall provide the following Professional Engineering and Land Surveying Services for the project referenced above. The proposed project will consist of the construction of a stream crossing to provide access along an existing sanitary sewer line for maintenance purposes. See Exhibit "C" attached for an exhibit of the project area for the proposed improvements included in this proposal. The project is to be reviewed for approval by the City of Peachtree City who is the governing agency for this project.

### 1.1 SURVEY SERVICES

- 1.1.1 TOPOGRAPHIC SURVEY –ROCHESTER will perform a field topographic survey of the proposed crossing area as well as additional cross sections of the stream. This survey data will identify existing ground and stream centerline, top of bank and overbank elevations including the location and elevations of existing structures, visible above ground utilities, and other site features within the study area. Coordinates and elevations shall be based on the Georgia State Plane Coordinate System (NAD 83 and NAVD 88).

#### SURVEY DELIVERABLES

- A. *The topographic data obtained will be used in the design services described below and a part of the deliverables described therein.*

### 1.2 ENGINEERING DESIGN SERVICES

- 1.2.1 HYDRAULIC MODELING – ROCHESTER will utilize the previously performed HEC-RAS model along with supplemental field run survey to perform a hydraulic evaluation of the proposed stream crossing. This evaluation will be utilized to determine the appropriate size of the culvert for the crossing as well as determine the impact on the floodwater elevation. It is assumed that the culvert will be sized so that the 100 year flood does not extend beyond the City greenway and onto any other properties. It is further assumed that a no-rise certification will not be required if this condition is met and the City will provide the HEC-RAS model data for this stream.
- 1.2.2 CONSTRUCTION DRAWINGS – ROCHESTER will utilize the survey data and model results from above as the foundation for the design. Construction Drawings for the proposed stream crossing will be prepared for use by the City's contractor for installation. The drawings will

contain minimal information for construction and it is assumed will not be used for bidding the work. The Construction Drawings will include plan and profiles, construction details, and appurtenances thereto for submittal and approval by PTC WASA.

- 1.2.3 EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) – ROCHESTER will prepare an ESPC Plan for the project area in general conformance with NPDES, Georgia and Peachtree City erosion control requirements. It is assumed that this work will be under one acre and therefore no Notice of Intent (NOI) preparation will be needed.

DESIGN DELIVERABLES

- A. *Construction Drawings showing appropriate detail for the layout and construction of the elements identified above. Drawings will include the required Erosion and Sediment Pollution Control Plans.*

### 1.3 PROJECT PERMITTING & COORDINATION

- 1.3.1 PERMITTING & COORDINATION – ROCHESTER will obtain approval of plans and obtain permit(s) for construction. Services to include meeting(s) with appropriate governing agency, Client, and/or any agent thereof as required to obtain approvals and/or permit(s). ROCHESTER will also track the permit applications through the regulatory process and keep you updated on our findings. Under this task we will respond to agency comments received.

ROCHESTER will also attend meetings and participate in telephone calls with you to discuss the project and regulatory compliance issues. Below is a list of the agencies that are anticipated to be part of the review process.

- Peachtree City Water and Sewerage Authority
- City of Peachtree City Engineering

PROJECT PERMITTING & COORDINATION DELIVERABLES

- A. *Peachtree City Land Disturbance Permit*

### 1.4 CONSTRUCTION ENGINEERING SERVICES

- 1.4.1 CONSTRUCTION ENGINEERING – ROCHESTER will attend a pre-construction meeting with WASA and the Contractor to discuss the scope and address any questions. Services under this task also include two (2) site visits as well as performing an as-built survey to confirm the crossing was constructed in accordance with the plans.

## 2.0 COMPENSATION

ROCHESTER shall be paid the following fees for the services set forth under the Scope of Services.

<b>1.1</b>	<b>SURVEY SERVICES</b>		
1.1.1	GROUND RUN TOPOGRAPHIC SURVEY	\$2,500.00	Fixed Fee
<b>1.2</b>	<b>ENGINEERING DESIGN SERVICES</b>		
1.2.1	HYDRAULIC MODELING	\$2,800.00	Fixed Fee
1.2.2	CONSTRUCTION DRAWINGS	\$10,500.00	Fixed Fee
1.2.3	EROSION & SEDIMENT POLLUTION CONTROL PLAN	\$2,500.00	Fixed Fee
<b>1.3</b>	<b>PROJECT PERMITTING &amp; COORDINATION</b>		
1.3.1	PERMITTING & COORDINATION	\$2,000.00	Hourly Estimate
<b>1.4</b>	<b>CONSTRUCTION ENGINEERING SERVICES</b>		
1.4.1	CONSTRUCTION ENGINEERING	\$4,200.00	Hourly Estimate

**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.

## 3.0 ASSUMPTIONS AND EXCLUSIONS

- (1) This proposal is valid for 30 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2023.
- (2) No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.
- (3) The delineation, permitting or mitigation of any potential wetland areas is not included in this proposal. We have assumed no State EPD or DNR variances for tributary buffer encroachment will be necessary for the development of this site. Any variances required will be billed on an hourly basis over and above the fees quoted within this proposal.
- (4) No telephone, electric, cable television or gas line design is included. The location of these existing utilities based on utility company records can be included only if specifically requested. If required, additional fees will be necessary. Rochester & Associates, LLC. cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
- (5) No FEMA coordination is included.
- (6) No fees for any EPD or USACOE permitting or mitigation other than any specifically referenced within this proposal are included.
- (7) 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.
- (8) 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.

- (9) 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.
- (10) Only the fieldwork indicated is included in this proposal.
- (11) ROCHESTER requires that you are empowered to grant, or will obtain, permission for our personnel to enter the site.

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 Jeff Collins at 678-450-5236.

Sincerely,  
Rochester | DCCM



Jeffrey N. Collins

## Exhibit A

### SCHEDULE OF RATES

**Hourly Rates:**

Entitlement Specialist	375.00 per hour
Principal	250.00 per hour
Project Director	215.00 per hour
Director of Development Strategies	200.00 per hour
Senior Project Manager	190.00 per hour
Senior Surveyor	175.00 per hour
Senior Engineer	175.00 per hour
Senior GIS Enterprise Administrator	175.00 per hour
Senior Landscape Architect	175.00 per hour
Project Manager	165.00 per hour
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Hourly rate schedule is subject to adjustment on December 31, 2023.



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**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.

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**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 a 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.

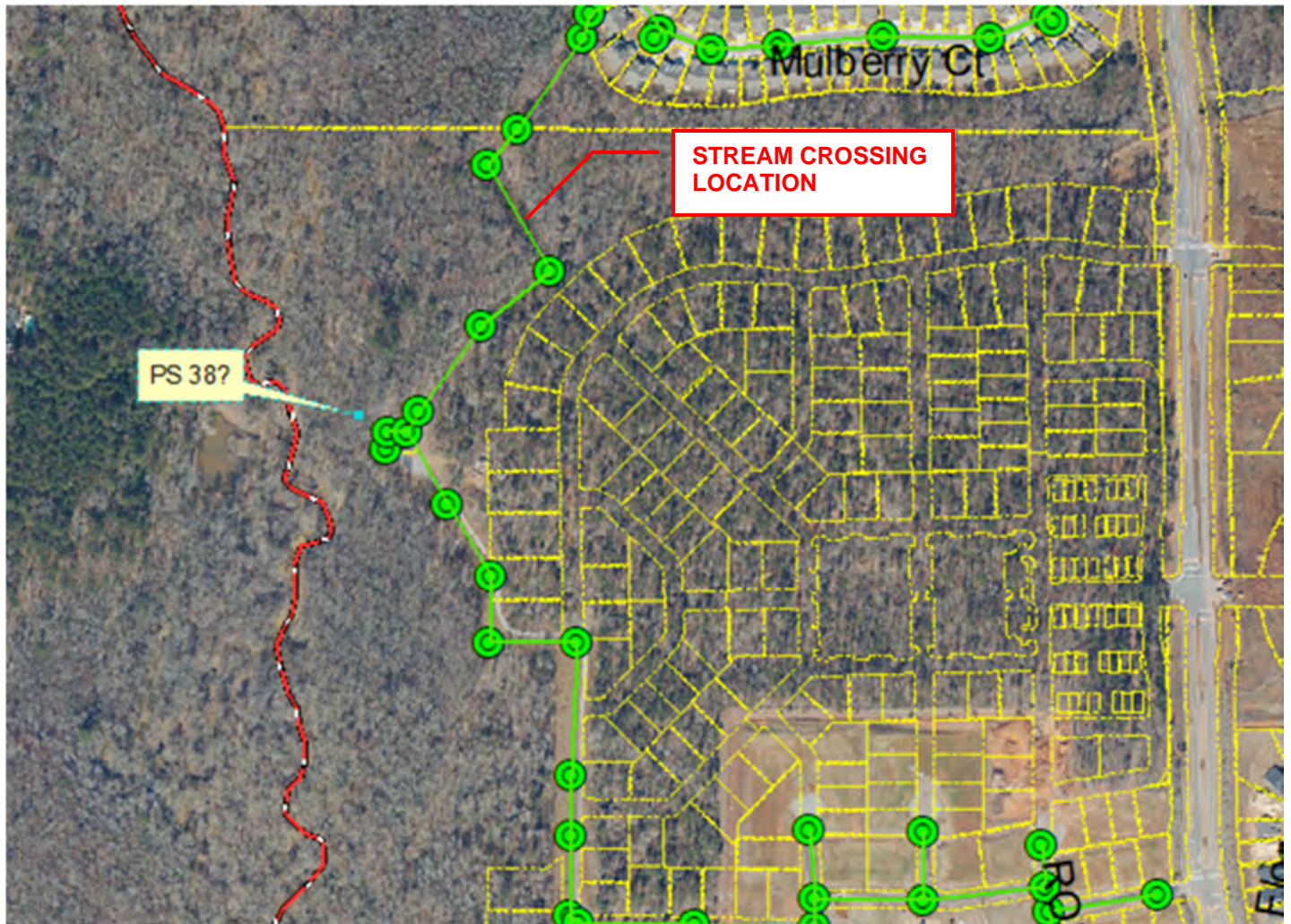
### 13. DELETED.

**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 the Consultant's total fee for services rendered and paid for on this Project. 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 Fayette 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 Survey & Engineering Services  
Project Name LS 38 Stream Crossing  
Project Location Peachtree City, GA  
Proposal Date June 14, 2023 Consultant ROCHESTER | DCCM

### FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm Peachtree City Water and Sewerage Authority  
Address 1127 Highway 74 South City Peachtree City  
State GA Zip Code 30269 Phone Number (770) 487-7993  
Attention: Millie Shah 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 Peachtree City Water and Sewerage Authority  
Address 1127 Highway 74 South City Peachtree City  
State GA Zip Code 30269 Phone Number \_\_\_\_\_  
Attention: Dan Davis 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\_\_\_\_\_

Peachtree City Water and Sewerage Authority

Print or type individual, firm or corporate name

X

Signature of authorized representative

Print or type name of authorized representative and title



**To:** Kim Learnard  
**Company:** Peachtree City Water & Sewerage Authority  
**Address:** 1127 Highway 74 South  
Peachtree City, GA 30269

**Date:** June 1, 2023  
**From:** Davis Ozier, P.E.  
**Copy to:** L.H. (Dan) Davis, Jr., P.E.  
File

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**Project:** Line Creek WWTP Re-Permitting Evaluation

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***Background Information:***

The Board of the Peachtree City Water & Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE) assist in deciding the feasibility of pursuing a modified discharge permit for the Line Creek WWTP by performing an evaluation analyzing the costs and benefits associated with two scenarios:

- upgrading the WWTP to achieve new effluent limits and discharge all flow to Line Creek via a gravity outfall.
- maintaining the current operating schema with pumped discharge to both Line Creek and Flat Creek under the current NPDES permit.

The Line Creek WWTP is owned and operated by PCWASA. The WWTP operates under NPDES permit GA0035777, which allows for discharge of treated wastewater to Line Creek, Flat Creek, and water reuse customers. The WWTP can treat up to 2 million gallons per day (MGD) but must pump treated effluent to both Line Creek and Flat Creek for discharge at this capacity, as only 0.9 MGD may be discharged to Flat Creek and up to 1.1 MGD may be discharged to Line Creek.

In order to make operations simpler and more efficient, PCWASA recently sought permit modifications which would allow gravity flow of all effluent to Line Creek, eliminating the need for the Flat Creek discharge. During preliminary stages of this re-permitting effort, the Georgia Environmental Protection Division (EPD) issued a Wasteload Allocation (WLA) for the proposed increased discharge into Line Creek. This WLA outlined the anticipated effluent limits that would apply to the potential discharge. The proposed limits are more stringent than the current operating permit and would require an increased level of treatment. The permit modification process will also require preparation of an Antidegradation Analysis justifying the proposed discharge, an Environmental Information Document evaluating the environmental impacts of the increased discharge, and a revised Design Development Report describing the necessary plant modifications to achieve the effluent limitations, prior to being issued a new permit. This Work Authorization outlines the scope, schedule, and fee associated with performing this work.

# WORK AUTHORIZATION

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## *Scope of Work:*

### **Task 1 – Project Management**

Projects with multiple tasks require project management and coordination for efficient and cost-effective engineering services. ISE will provide a Project Manager for coordination and correspondence for both internal and external services associated with project kickoff, project meetings, information requests, and final project delivery.

### **Task 2 – Treatment System Evaluation**

The current treatment system is not capable of achieving the level of treatment required by the WLA, primarily in regards to the proposed phosphorus limit. ISE understands that all other effluent limitations listed in the WLA can be met during normal operating conditions, although heavy rain events may cause total suspended solids and ammonia to increase near the proposed limits. ISE will prepare a preliminary design and budget of improvements necessary to achieve the WLA's effluent limits, namely reduced phosphorus. This may include piloting chemical or other treatment solutions to ensure viability. Any costs associated with pilot programs will be the responsibility of PCWASA. In addition to the treatment improvement costs, a preliminary design and budget will be prepared for necessary outfall modifications to allow gravity discharge of the plant's effluent to Line Creek. Operation costs will be estimated for the improved treatment system and compared to current operating costs with pumping of all effluent.

At this time, there are no other anticipated permit limits or required or planned improvements for Line Creek WWTP in the near future. If, during the course of the evaluation, planned changes or modifications become known, the operating costs of the proposed modifications will be incorporated into the evaluation. Potential changes could include solids handling improvements. Time spent evaluating such scenarios is beyond the scope of this contract, but can be performed and charged at an hourly rate in accordance with the rates provided at the end of this Work Authorization.

### **Task 3 – Technical Memorandum**

ISE will summarize the cost-benefit analysis of the two treatment scenarios in a technical memorandum to be used as a decision tool for the re-permitting of the Line Creek WWTP. This memorandum will include a brief description of potential treatment alternatives considered as feasible, conceptual cost estimates for capital improvements and operation & maintenance, and a comparison of total costs between the two scenarios.

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## *Schedule:*

Task 1 – Project Management: Provided for the duration of the project.

Task 2 – Treatment System Evaluation: To begin upon execution of WA and be completed within 12 weeks.

Task 3 – Technical Memorandum: To commence following completion of Task 2 and be completed within 2 weeks.

# WORK AUTHORIZATION

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## ***Fee Estimate:***

Task No.	Task Name	Contract Amount	Billing Type
1	Project Management	\$ 1,950	Lump Sum
2	Treatment System Evaluation	\$ 13,520	Lump Sum
3	Technical Memorandum	\$ 7,720	Lump Sum
TOTAL		\$ 23,190	

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.

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## ***Authorization:***

Authorized by: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Terms and Conditions Included\***

# WORK AUTHORIZATION

## 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 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.

# WORK AUTHORIZATION

## UNIT RATES – 2023 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 230.00
Principal	\$ 210.00
Sr. Project Manager	\$ 185.00
Project Manager	\$ 170.00
Project Engineer III	\$ 165.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 135.00
Engineer II	\$ 125.00
Engineer I	\$ 110.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 160.00
Survey Crew (1-person)	\$ 150.00
Survey Crew (2-person)	\$ 175.00
Planner	\$ 125.00
Technician III	\$ 125.00
Technician II	\$ 105.00
Technician I	\$ 85.00
Administrative	\$ 75.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%



**To:** Kim Learnard  
**Company:** Peachtree City Water & Sewerage Authority  
**Address:** 1127 Highway 74 South  
Peachtree City, GA 30269

**Date:** June 14, 2023  
**From:** Cary Dial, P.E.  
**Copy to:** L.H. (Dan) Davis, Jr., P.E.  
File

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**Project:** Pump Station 2 Wet Well Improvements

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***Background Information:***

The Board of the Peachtree City Water & Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE), make recommendations for rehabilitating the existing wet well for Pump Station No. 2. This wet well was the original wet well for this pump station. When the station was upgraded, this wet well was used as a common receiving point for flow from pump stations No. 3 & 27, as well as other gravity sewers. Flow out from this wet well goes to the upgraded Pump Station No. 2. According to PCWASA staff, this wet well has severe corrosion that has resulted in structural damage.

Once a recommendation has been made, PCWASA desires to have ISE prepare a Project Manual, Construction Drawings, and Competitively Bid the project to ensure satisfactory improvements to extend the service life of this wet well for an additional twenty or more years.

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***Scope of Work:***

**Task 1 – Project Management.** ISE will provide project management including coordination and correspondence with WASA staff and other stakeholders. This task includes meeting with WASA and representatives from concrete rehabilitation manufacturers for guidance on rehabilitation of the infrastructure.

**Task 2 – Investigation of Wet Well Rehabilitation Options.** There are numerous methods and manufacturers for rehabilitating wet wells. Options include chemical grout, cementitious lining, epoxies, polymers, bench repairs, etc. ISE along with WASA staff will meet with a minimum of three reputable manufacturers for a discussion of each of their processes. Will also meet with a minimum of three contractors to gain insight as to the manufacturers they use. Intent here would be to select reputable manufacturers that local contractors have a working relationship with. From these evaluations, a specification will be developed to ensure only quality manufacturers and contractors are allowed in the competitive bidding process.

**Task 3 – Overall Project Drawing.** ISE shall prepare a simple drawing that shows locations of all the infrastructure associated with Pump Station No. 2. Since the wet well will have to be free from sewage flow during the construction phase, ISE will also include methods for by-pass pumping and cleaning prior to rehabilitation efforts.

**Task 4 – Prepare Contract Documents.** ISE uses Contract Documents developed by the Engineers Joint Contract Documents Committee (EJCDC). These documents involve the participation of more than 15

# WORK AUTHORIZATION

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professional engineering, design, construction, owner, legal, and risk management organizations - See more at: <http://www.nspe.org/resources/shop-nspe/ejcdc-contract-documents#sthash.wHuYu9Ps.dpuf>. Documents to include a bid form suitable for various methods of rehabilitation on a unit price basis.

**Task 5 – Prepare Technical Specifications.** ISE uses the Construction Specifications Institute (CSI) Master Format 2020 specifications. These specifications are based on a 6 digit – 50 division system. ISE shall provide all the necessary specifications to ensure a successful project. This includes a wet well rehabilitation specification and by-pass pumping.

**Task 6 – Bid Phase Assistance.** ISE will assist WASA staff during the competitive bidding process. This includes issuing bid documents, responding to bid phase RFIs, issuing addenda, attending the bid opening, bid evaluation and making contractor award recommendation. All activities in this phase to be accomplished jointly with WASA staff.

**Task 7 – Construction Phase Assistance.** ISE will assist WASA staff as requested during the construction process. This includes contract administration, shop drawing review, pay request review, site visits, preparation of any change orders, and contract closeout. Again all activities in this phase to be accomplished jointly with WASA staff.

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## ***Schedule:***

Task 1 – Project Management: Provided for the duration of the project.

Task 2 – Evaluation of Manhole Rehabilitation Options: Completed within 3 weeks of an executed contract

Task 3 – Overall Project Drawing: Completed within 2 weeks of Task 2

Task 4 – Contract Documents: Completed within 2 weeks of Task 2

Task 5 – Technical Specifications: Completed within 2 weeks of Task 2

Task 6 – Bid Phase Assistance: Provided from conclusion of all tasks above and continuing for a period of approximately 60 days (estimated bidding period).

Task 7 – Construction Phase Assistance: Provided from conclusion of Task 6 and continuing for a period of approximately 90 days (estimated construction period).

# WORK AUTHORIZATION

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## ***Fee Estimate:***

Task No.	Task Name	Contract Amount	Billing Type
1	Project Management	\$ 3,120	Lump Sum
2	Evaluation of Wet Well Rehabilitation Options	\$ 4,800	Lump Sum
3	Overall Project Drawing	\$ 4,860	Lump Sum
4	Contract Documents	\$ 2,590	Lump Sum
5	Technical Specifications	\$ 2,590	Lump Sum
6	Bid Phase Assistance	\$ 4,280	Lump Sum
7	Construction Phase Assistance	\$ 6,360	Hourly, NTE
TOTAL		\$ 28,600	

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\***

# WORK AUTHORIZATION

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**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 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.

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# WORK AUTHORIZATION

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Principal	\$ 210.00
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Project Manager	\$ 170.00
Project Engineer III	\$ 165.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 135.00
Engineer II	\$ 125.00
Engineer I	\$ 110.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 160.00
Survey Crew (1-person)	\$ 150.00
Survey Crew (2-person)	\$ 175.00
Planner	\$ 125.00
Technician III	\$ 125.00
Technician II	\$ 105.00
Technician I	\$ 85.00
Administrative	\$ 75.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%