Peachtree City Water & Sewerage Authority Regular Meeting Tuesday, August 15, 2023 8:30 a.m.

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

June 20, 2023 - Regular Meeting Minutes

- IV. Reports
 - A. Authority Members
 - B. General Manager
- V. Meeting Date Calendar
- VI. Agreement with Rochester for Pump Station 38 Stream Crossing
- VII. Agreement with Cornerstone H2O for Replacement Septage Receiving Screen
- VIII. Work Authorization for Industrial Pretreatment
- IX. Budget Presentation
- X. ISE Contract
- XI. Executive Session Real Estate, Personnel, Potential Litigation
- XII. Adjourn

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

NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting.

A quorum of City Council will be in attendance.

Peachtree City Water and Sewerage Authority

June 20, 2023

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, June 20, 2023, in the break room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Kim Learnard, Vice-Chairman Mike King, Board Member Phil Prebor, Board Member Clint Holland, Ms. Melissa Griffis (attorney with Horne & Griffis), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Scott Thompson (ISE), and Mr. John Dufresne. Mr. Dan Davis (ISE) attended the meeting via video conference. Treasurer/Secretary Frank Destadio was absent.

Ms. Learnard called the meeting to order at 8:32 am. The meeting began with the Pledge of Allegiance.

Ms. Griffis noted Mr. Dan Davis was remote at a private location and would be participating in the meeting via Teams video conference.

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

Ms. Learnard asked for a motion to approve the April 18, 2023 regular meeting minutes. Mr. King made a motion to approve the April 18, 2023 regular meeting minutes, seconded by Mr. Holland. Motion carried.

There were no reports from the Authority members.

Mr. Dan Davis provided a General Manager report and provided a biosolids update. Mr. Dan Davis stated the Pine Ridge Landfill has increased the Authority's rate to \$95 per ton. Biosolids disposal accounts for \$440,000 in this year's budget and is estimated at \$600,000 for next year's budget (10% of overall budget). Mr. Dan Davis stated the most attractive biosolid disposal alternative is drying the biosolids and adding a reagent to solidify. Mr. Dan Davis stated a test run of this process has been completed, and they are waiting for the results. Mr. Dan Davis stated it is expected that PFOS/PFAS will be regulated in sewage sometime in the future. Mr. Dan Davis stated he consulted with HNTB regarding the future of landfill disposal, who stated that landfills will continue to moderate and reduce the acceptance of sludge, making drying a good alternative. Mr. Dan Davis stated the landfill will possibly need the Authority to process leachate for them in the future. Mr. Dan Davis stated that biosolids is a significant financial threat to the budget which should be addressed in the coming years. Mr. King asked if hauling sludge to Plains is off the table. Mr. Dan Davis stated that option is not off the table, and it may be an interim solution. Mr. King stated he would like the Authority to continue to consider this alternative to biosolids disposal. Mr. Holland asked if the dryer is gas or electric. Mr. Dan Davis stated the team will look at both types of dryers. Mr. Holland stated he has experience working with the University of Colorado to break down and remove PFOS. Mr. Dan Davis discussed the two methods to destroy PFOS, stating the method would need to be scalable for this type of application. Mr. Clint Holland asked what volume of leachate would be accepted. Mr. Dan Davis stated this was just a discussion, not a commitment. Mr. Dan Davis stated previously the Board has declined approval of leachate acceptance. Mr. Prebor asked what other utilities are doing with biosolids. Mr. Dan Davis stated that Authority staff are actively involved in utility organizations which actively discuss this topic. Mr. Dan Davis discussed what solutions other utilities are pursuing.

Mr. Dan Davis discussed Resolution 23-01 Septage Receiving Rates, stating the Authority has an agreement with Fayette County to receive septage from Fayette County residents and businesses. Ms. Shah stated the Authority changed the rate from \$0.10 to \$0.08 per gallon with a \$50 administration fee a few years ago. Ms. Shah stated that due to the increase in landfill cost (24% increase) management would like to increase the rate to \$0.14 per gallon with no administration fee. Currently the Authority is accepting four loads per day, ideally, they would accept 10 loads per day. A new septage screen will be

required in order to accept more loads per day. Ms. Shah presented a Septage-Handling Facilities graphic which outlined the amount of septage received at other facilities in the metropolitan area, compared to the cost to discharge 1,000 gallons. Ms. Griffis noted that the agreement term with Fayette County is through 2027. Mr. King asked if this new rate increase includes the 20% markup previously approved. Ms. Shah stated the new rate would cover the 20% markup. Ms. Shah stated that the Authority will reevaluate the rates each year taking into consideration the sludge costs. Mr. King asked if the City of Fayetteville has a sludge station. Mr. Shah stated that Fayetteville does have a sludge station, and so will Senoia. Mr. Holland asked if this would offset the administration costs. Ms. Shah stated that a majority of the increase is due to the increase in landfill cost; however, the Authority will need two new sludge hauling trucks in the next few years. Mr. Holland asked regarding increasing the rate to \$0.15 per gallon. Ms. Shah stated that may make the cost unaffordable to small hauling companies. Mr. Holland asked if this can be reevaluated in six months. Ms. Shah stated it is also considered as part of the budget process. Mr. Prebor made a motion to approve Resolution 23-01 Septage Receiving Rates, seconded by Mr. King. Motion carried.

Ms. Griffis discussed the Agreement with Fayette County, Georgia for the Fayette County Water System, stating Fayette County has approved this agreement. Ms. Griffis requested that the Board approve item VI - Agreement with Fayette County, Georgia for the Fayette County Water System pursuant to Fayette County approving item VII - Agreement (Amended) with Fayette County, Georgia for the Fayette County Water System. Mr. King made a motion to approve VI - Agreement with Fayette County, Georgia for the Fayette County Water System subject to approval of item VII - Agreement (Amended) with Fayette County, Georgia for the Fayette County Water System by Fayette County, seconded by Mr. Prebor. Motion carried. Mr. King made a motion to approve VII - Agreement (Amended) with Fayette County, Georgia for the Fayette County Water System dependent on approval by Fayette County, seconded by Mr. Prebor. Motion carried.

Mr. Dan Davis discussed the Agreement with Rochester for 54/74 Sanitary Sewer Line Replacement. Mr. Dan Davis stated the line needs to be replaced due to blockages; and there are concerns that a blockage could cause an overflow. The Agreement presented would provide for design of the sewer line replacement. Ms. Learnard asked what the \$80,000 cost covers. Mr. Dan Davis stated the fee would cover planning, design, and construction administration of the sewer line replacement. Ms. Griffis stated she requested edits to the Limitation of Liability section of the Terms and Conditions. Mr. Dan Davis stated the construction cost could be in excess of \$1 Million, and the Authority will need to utilize reserve funds. The project will take six to eight months to design with construction taking four to six months. Ms. Learnard asked to confirm the area of the project via the map/drawing and asked how construction would be completed. Mr. Dan Davis stated the contractor would bore underneath the highway for new lines, and the old lines would be abandoned (increasing line size from 8-inch to 10/12-inch). Mr. Holland asked if the pipe sizing was adequate for the future. Mr. Dan Davis stated the size was adequate. Mr. Prebor asked regarding the edits requested for the Limitation of Liability language. Mr. Griffis stated she requested a cap at the insurance limits not at the contract term. Rochester has verbally agreed to the edits. Mr. Prebor made a motion to approve the Agreement with Rochester for 54/74 Sanitary Sewer Line Replacement subject to Mr. Dan Davis and Ms. Griffis approving additional edits to the Limitation of Liability, seconded by Mr. King. Motion carried.

Mr. Dan Davis discussed the Agreement with Rochester for Pump Station 38 Stream Crossing, stating the Authority cannot get large equipment to Pump Station 38 through the current easement. The Authority staff have found an alternative route, but it does involve crossing a stream. Mr. Dan Davis stated the Agreement will provide for design of a stream crossing, pipe installation and associated permitting. Mr. Dan Davis stated Authority staff can likely perform the construction. Ms. Griffis stated this Agreement has the same Limitation of Liability section of the Terms and Conditions which will need to be addressed. Ms.

Learnard asked regarding an estimate of cost. Mr. Dan Davis stated \$80,000 is an estimate. Mr. Prebor asked what the consequences would be if the project is not completed, because the subdivision is not that old. Mr. Dan Davis stated there would be significant repair costs if the easement had to be used to access the pump station. Mr. Prebor stated he would like more information in order to consider approval of the Agreement. Mr. Dan Davis stated the Board can revisit the issue in August. Mr. King made a motion to table the Agreement with Rochester for Pump Station 38 Stream Crossing until August, seconded by Mr. Holland. Motion carried.

Mr. Scott Thompson discussed the Line Creek WWTP Re-Permitting Evaluation Work Authorization from ISE. Mr. Thompson stated the Authority currently treats 2MGD which is discharged to Line Creek, Flat Creek and reuse customers, which is all pumped. There are some efficiency issues with this process. Mr. Thompson stated the Authority would like to re-permit to discharge fully to Line Creek via gravity line, which has been approved. Mr. Thompson stated the approval includes new limits on phosphorus and copper (for example) requiring changes to the treatment process. The team has completed a cost/benefit analysis of the current process versus modifications. Mr. Prebor asked regarding the current process. Mr. Thompson stated that currently 1.1 MGD discharges to Line Creek and .9 MGD discharges to Flat Creek, which is a complex operation and with high power usage/pumps. There was some discussion regarding evaluation of gravity feed and discharge locations. Mr. Dan Davis stated the original design took into consideration providing water for the Planterra Golf Course; now the State wants water going back into the creeks. The Authority no longer provides water to Planterra because it became cost prohibitive. Mr. Dan Davis stated the team is working to simplify the process while looking forward to future regulations and evaluating pumping biosolids from the Line Creek Plant to the Rockaway Plant. There was some discussion on constituent limits. Mr. Thompson stated there is a waste load allocation from EPD including phosphorus. Mr. Holland made a motion to approve the Line Creek WWTP Re-Permitting Evaluation Work Authorization from ISE, seconded by Mr. King. Motion carried.

Mr. Thompson discussed the Pump Station 2 Wet Well Improvements Work Authorization from ISE. Mr. Thompson stated this Authorization would address severe corrosion issues with Station 2A, converting it to a junction box to new station 2B. The team would investigate rehabilitation options for repair back to serviceable condition. Mr. Prebor asked if 2B is currently used. Mr. Thompson stated 2B needs to be rehabilitated; the team will evaluate the best method evaluating structural, hydraulics, reconfiguration, input lines, etc. There was some discussion on the Tasks outlined in the Work Authorization; Mr. Dan Davis clarified that the Work Authorization will include a construction estimate. Ms. Griffis noted Task 7 is listed as hourly. Mr. Holland made a motion to approve the Pump Station 2 Wet Well Improvements Work Authorization from ISE, seconded by Mr. King. Motion carried.

Ms. Learnard asked for a motion to adjourn into Executive Session for the purpose of Potential Litigation. The motion was made by Mr. King and seconded by Mr. Holland. Motion carried. The meeting was adjourned into Executive Session at 9:35 am.

The meeting was reconvened at 9:47 am.

Ms. Learnard asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Prebor. Motion carried. The meeting was adjourned at 9:47 am.

Chairman – Kim Learnard	
Vice Chairman – Mike King	

Peachtree City Water and Sewerage Authority 1127 Highway 74, South Peachtree City, Georgia 30269

Meeting Dates at 8:30 AM

October 17, 2023

November 14, 2023

December 19, 2023

January 16, 2024

February 13, 2024

March 19, 2024

April 16, 2024

May 21, 2024

June 18, 2024

July 16, 2024

August 20, 2024

September 17, 2024



August 7, 2023 Via: E-Mail

Peachtree City Water & Sewerage Authority ("PTCWASA") Larry McNeil 1127 Highway 74 Southp Peachtree City, GA 30269 Imcneil@pcwasa.org

Re: PS 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, Georgia ("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 PTCWASA.

EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) - ROCHESTER will 1.2.3 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 Department

PROJECT PERMITTING & COORDINATION DELIVERABLES

A. Peachtree City Land Disturbance Permit

1.4 CONSTRUCTION ENGINEERING SERVICES

CONSTRUCTION ENGINEERING - ROCHESTER will attend a pre-construction meeting with 1.4.1 PTCWASA 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.

1.1	SURVEY SERVICES		
1.1.1	GROUND RUN TOPOGRAPHIC SURVEY	\$2,500.00	Fixed Fee
1.2	ENGINEERING DESIGN SERVICES		
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
1.3	PROJECT PERMITTING & COORDINATION		
1.3.1	PERMITTING & COORDINATION	\$2,000.00	Hourly Estimate
1.4	CONSTRUCTION ENGINEERING SERVICES		
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.
- Only the fieldwork indicated is included in this proposal. (10)
- (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
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
Project Designer	135.00 per hour
Staff Surveyor	135.00 per hour
Staff Engineer	135.00 per hour
Staff GIS Analyst	135.00 per hour
Staff Project Manager	135.00 per hour
Staff Landscape Architect	135.00 per hour
Staff Designer	125.00 per hour
Four Man Field Crew	215.00 per hour
Three Man Field Crew	195.00 per hour
Two Man Field Crew	175.00 per hour
One Man Field Crew	150.00 per hour
One Man Crew (GPS/RTK)	200.00 per hour
Two Man Crew (GPS/RTK)	215.00 per hour
CADD Technician	115.00 per hour
GIS Technician	115.00 per hour
Field Technician	95.00 per hour
Clerical	85.00 per hour
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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 11/2 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 setoffs 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 \$1,000,000. 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 arising out of or connected in any way to the Project or to this Agreement in excess of \$1,000,000.
- **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 Servi	ces <u>Survey & E</u>	<u>ngineering Servic</u>	es	
Project Name	PS 38 Stream Cros	sing		
Project Location	Peachtree City, GA	- L		
	August 7, 2023		ROCHESTER	R DCCM
FOR PAYMENT OF	CHARGES			
Charge Invo	ice to the Account of:			
Firm Peac	chtree City Water and	Sewerage Autho	rity	
Address 11	127 Highway 74 South	1	City Peachtree	City
State GA	Zip (Code 30269	Phone Number	(770) 487-7993
Attention:				
FOR APPROVAL O	OF CHARGES			
	e is to be mailed for ap	onroval to someo	ne other than the a	count charges
	ate where to mail the			count charges,
•	rated Science & Engi			
	039 Sullivan Road, Su	_		
	Zij			
Attention: [0 Code <u>30265</u>		
Allention. <u>I</u>	Jan Davis			_
DDODEDTY OWNE	R IDENTIFICATION	(If Other Than A	hovo)	
			bove	
Address			City	
	7;,	Codo	_ City	
	Ziړ			
Attention: _			_ Title	
PROPOSAL ACCE	PTANCE			
	and Conditions of this	Proposal, includi	ng the Terms on thi	is page and
	I contents are:	. ropodal, irroldali	ing and ronnie on an	io pago ana
Accepted th	is day of		20)
7 toooptou tii	10 day or			,
Peachtree C	City Water and Sewera	ige Authority		
Print or type individ	dual, firm or corporate name	ige Authority		
	,			
X Signature of author	rized representative			
Signature of dution	izea representative			
Drint or type name	of authorized representative and t	itla		



Andy Bramlett Cornerstone H2O 101 Devant Street Suite 804 Fayetteville, GA 30214 404-944-2988

Date: August 8, 2023

Re: Septage Receiving Station

To: Larry McNeil

Peachtree City Water and Sewerage Authority

Dear Larry,

Thank you for your interest in working with Cornerstone H2O on your Septage Receiving Station. Enclosed is some additional information on our Septage Receiving Station which contains the Or-Tec Micro Bar Screen.

The Or-Tec Micro Bar Screen is uniquely reliable and provides the owner with a consistent level of screening throughout its life. With no moving seal between the screen and channel, there is no bypass track for debris to circumvent our screen face and its 3mm spacing. The screen will always remain a 3mm screen and will not need much maintenance, or a replacement of the seal in order to maintain that tight, fine screening capability!

As well, the O&M costs for this screen are extremely low with no wash water or brushes utilized for its cleaning. Outside of greasing the upper bearing once per month, and an initial tightening of the chain, the first scheduled maintenance on the screen would be after 5 years of operation. Our existing customers will vouch for the very reliable screening and low maintenance associated with this special technology.

Our Cornerstone turnkey price for the Or-Tec Septage Receiving Station, Model MB790SR is \$244,000.00 which includes start up and training and freight, but not taxes. This price is valid through the January 31, 2023. There are two additional adders for options you may want to consider for your system. The first adder is for an electrically actuated plug valve for \$15,405.00, which will keep the system from overflowing. The second adder for a rock trap is \$9850.00.

Thank you again for the opportunity to present our offering to Peachtree City Water and Sewerage Authority on this project. We look forward to a very successful installation and another happy Or-Tec customer!

Regards,

Andy Bramlett

CORNERSTONE H20 PROPOSAL FOR PEACHTREE CITY WATER AND SEWERAGE AUTHORITY SEPTAGE RECEIVING STATION AND INSTALLATION

August 8, 2023



TABLE OF CONTENTS

- Cornerstone H2O Proposal and Scope
- Appendix A Or-Tec Scope for Peachtree City Water and Sewerage Authority
- Appendix B Why Choose a Micro Bar Screen?
- Appendix C Operations and Maintenance Manual
- Appendix D Cornerstone H2O Terms and Conditions





SCOPE: Peachtree City Water and Sewerage Authority

ESTIMATED SCOPE

- 1. Mobilize to site
- 2. Disconnect and remove existing Parson Band Screen and Compactor
- 3. Mount New Or-tec Septage Receiving Station on existing concrete walls
- 4. Install screen and compactor discharging into the current septage station discharge
- 5. Mount Control Panel
- 6. Make connections between Screen, Compactor, and Panel
- 7. Perform Startup

ASSUMPTIONS

Panel installation is assuming that the replacement panels will fit in the same locations and the same
power service can be used. If panels are to be relocated, or new service is required this could require an
electrician which is not included in this quote.

NOTES

- This quote does not include any grouting or concrete work. If this is needed, this work can be done at an additional cost.
- The disposal of the removed, old screens is by owner.
- The unloading of the septage receiving station is by others.

PRICING

Item	Description	Pricing
1	One 1 Or-Tec Septage Receiving Station MB790SR	
Lot	Removal of existing screen and compactor. Installation of one (1) Or-Tec Septage Recieving Station, startup and commissioning.	
	Total Price (tax not included)	\$244,000.00

PAYMENT SCHEDULE

- 10% Due upon purchase order, due upon receipt
- 40% Due upon submittals, net 30 days
- 40% Due upon shipment, net 30 days
- 10% Due upon start up, net 30 days

DELIVERABLES

- Submittals 10 days
- Delivery of equipment after approval of submittals 12-22 weeks
- Installation and start up One (1) week

CONCLUSION

We look forward to working with Peachtree City Water and Sewerage Authority and supporting your efforts to replace your screen. Thank you for your consideration.

Cornerstone H2O, LLC. **QUOTE**

Peachtree City Water and Sewerage Authority - Septage Receiving Station

TERMS AND CONDITIONS OF SALE:

- 1) ACCEPTANCE: This proposal is submitted to Buyer subject to the terms and conditions hereinafter set forth. The time for acceptance is thirty (30) days from the date hereof unless extended in writing by written modification or acceptance by Seller. Buyer agrees it has full knowledge of the terms and conditions set forth herein and on the sheets attached hereto and that the same are part of the agreement between Buyer and Seller. Buyer agrees that such terms and conditions shall be binding if during the acceptance period either (1) Buyer signs and returns to Seller a copy of this proposal or (2) Buyer tenders to Seller Buyer's purchase order incorporating the terms and conditions of this proposal, without modification or (3) the goods referred to herein are delivered to and accepted by Buyer.
- 2) ITEMS INCLUDED: This proposal includes only those items specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc..., nor any other item unless specifically listed. All costs associated with such extra items shall be added to the quoted price and paid by Buyer.
- 3) **PRICES:** Prices quoted herein are firm provided Buyer accepts this proposal within the acceptance period and releases material for production and/or shipment within thirty (30) days of the submittal of any required specification data.
- 4) PAYMENT: Buyer will make payment for the items specified herein in accordance with the terms of this agreement. Credit extension is subject to approval by Seller and Buyer's continued credit-worthy status. Credit terms are Net 30 days from the shipment date of each item. In the event Buyer fails to make payment as required, the unpaid balance shall bear interest at the rate of one-and-one-half percent (1-1/2%) per month until paid in full. Buyer agrees to pay all collection costs and expenses, including attorney's fees, incurred by Seller in collecting or attempting to collect such unpaid balance.
- 5) **DELIVERY:** Delivery shall be F.O.B. point of shipment. Freight charges on all shipments unless specifically included in the quoted price are to be paid by Buyer. All claims for damage, delay or shortage arising from such shipment shall be made by Buyer directly against the carrier. Shipment schedules and/or delivery dates set forth in this proposal represent Seller's best estimate of time required to ship after Seller's receipt of the signed acceptance copy of this proposal and release for production from Buyer. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE, OR CHARGE OF ANY KIND RESULTING FROM DELAYS IN SHIPMENT, DELIVERY, OR INSTALLATION. Seller reserves the right to ship when ready, to make partial shipments, and to invoice pro-rata material or equipment supplied.
- 6) CANCELLATION, SUSPENSION, OR DELAY: Orders resulting from this proposal may be canceled, suspended, or delayed at any time prior to shipment, but only upon payment to Seller of reasonable charges for cancellation, suspension, or delay which shall include expenses already incurred, the cost to Seller to cancel, suspend, or delay, and Seller's anticipated profit.
- 7) BACKCHARGES: Seller will not accept backcharges for labor, materials, or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished, unless such backcharge has been authorized by Seller in writing.
- 8) **FIELD SERVICE:** If field service for checking installation and/or instructions of operation in excess of the time set forth in this proposal is required, Seller's charge for such extra services shall be at the rate of \$950.00 per diem, including travel time, together with \$0.55 per mile travel expense.
- 9) WARRANTIES: Any warranties on the products sold pursuant to this proposal are those made by the manufacturer. In the case of all purchases in which Seller is not the manufacturer of the item purchased, SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by Seller shall not affect the terms of any warranty which may be given by the manufacturer. In all cases in which Seller is the manufacturer of the product purchased, Seller warrants such product to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment, provided Buyer notifies Seller in writing, of the defect in said product within the warranty period. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCT FOUND BY SELLER NOT TO BE IN CONFORMITY WITH ITS WARRANTY, provided that such product is, upon request, returned by Buyer to Seller, transportation prepaid. This warranty does not cover products damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, or neglect, or from improper installation, operation, maintenance, modification, or adjustment. This warranty does not cover products repaired away from Seller's factory without prior written approval of Seller. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS OF THIS WARRANTY OR FROM THE SALE, HANDLING, OR USE OF ANY PRODUCT SOLD PURSUANT TO THIS PROPOSAL.
- 10) **COMPLIANCE WITH LAWS:** Buyer shall be solely responsible for securing any necessary permits under, and for compliance with, all safety, health, and sanitation laws, ordinances, and regulations in connection with the installation and operation of any equipment or other product sold pursuant to this proposal. Buyer agrees to provide Seller, upon request, evidence of the securing of any such permits and of compliance with any such laws, ordinances and regulation, although Seller may rely exclusively on Buyer's representation, hereby made, that it shall secure such permits and comply with such laws, ordinances, and regulations.
- 11) **SAFETY:** It is understood and agreed that Seller has relied on Data furnished by or on behalf of Buyer with respect to the safety aspects of the equipment or other products and that it is Buyer's responsibility to assure that the equipment or other's products will, when installed and put into use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property.
- ALTERATION OF TERMS: None of the terms and conditions contained in this proposal may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller and delivered to Buyer by Seller, and each shipment shipped by Seller to Buyer shall be deemed to be only upon the terms and conditions contained in this proposal except as they may be added to, modified, superseded, or otherwise altered as herein provided, notwithstanding any terms of conditions that may be contained in any acknowledgment, purchase order, or other form of Buyer.
- 13) GOVERNING LAW: This Agreement shall be governed under and according to the laws of the State of Georgia.
- 14) COMPLETE AGREEMENT: There are no terms, understandings, representations, warranties, or agreements between Buyer and Seller other than those stated herein, and all prior proposals and negotiations are merged into this Agreement.

SUBMITTED BY:	Andy Bramlett	ACCEPTED BY BUYER:	
	FOR CORNERSTONE H2O, LLC. P.O. Box 3095	This day of, 2015	
	Peachtree City, GA 30269	Buyer:	
		Bv: Title	



1039 Sullivan Road, Suite 200, Newnan, GA 30265 (p) 678.552.2106 (f) 678.552.2107

To: Kim Learnard Date: August 4, 2023

Company: Peachtree City Water & Sewerage Authority From: Scott Thompson, P.E.

Address: 1127 Highway 74 South Copy to: L.H. (Dan) Davis, Jr., P.E.

Peachtree City, GA 30269 File

Project: Industrial Pretreatment Program - 2023-2024 EPD Year

Background Information:

The Board of the Peachtree City Water & Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE) assist in administering the Georgia Environmental Protection Division (EPD) approved pretreatment program for the PCWASA sewer system. This work authorization covers inspections from July 2023 through June 2024 (12 months), with July 2024 serving as year close-out.

Scope of Work:

Task 1 - Project Management

This task includes project management, including such items as scheduling, invoicing, and reporting.

Task 2 - Monthly Report Processing

ISE will review monthly self-monitoring reports from each of the five Industrial Users (IUs) and identify compliance/non-compliance with each user's industrial permit. If an industrial user is out of compliance on an item that does not involve a surcharge, ISE will prepare a Notice of Violation on PCWASA letterhead and send to the user. The Notice of Violation will include next steps for the user as prescribed in PCWASA's Pretreatment Program Enforcement Response Plan. If the industrial user is out of compliance on an item that involves a surcharge, ISE will prepare a notification and calculate the surcharge required. If the industry is significantly out of compliance, ISE will contact PCWASA immediately upon receipt of the monthly report so that a pass-through/interference incident does not occur. Additionally, ISE will assist in the publication of known violators, per Section 13 of PCWASA's Pretreatment Ordinance.

For the purposes of this Work Authorization, it is assumed there will be no more than 12 total non-compliance events in a 12-month period. Any more than 12 non-compliance events will be processed as additional services, Task 5 of this Work Authorization.

Task 3 - Annual Inspections

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

Task 4 - Annual Report

ISE will prepare the Publicly Owned Treatment Works (POTW) Pretreatment Annual Report using the latest EPD form for both the Rockaway Water Pollution Control Plant (WPCP) and the Larry B. Turner Water Reclamation Facility (WRF). The report summarizes PCWASA's pretreatment program during the July 2023 – June 2024 year and includes monthly activities, surcharges, and notices of violation. PCWASA will forward lab results and actual costs of the pretreatment program to ISE for inclusion in the annual report.

Task 5 - Additional Services

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

Schedule:

- Task 1 Project Management: Provided for the duration of the project. To begin with notice to proceed.
- Task 2 Monthly Report Processing: August 1, 2023 through July 19, 2024.
- Task 3 Annual Inspections: July 1, 2023 through June 30, 2024.
- Task 4 Annual Report: Submittal to EPD by July 26, 2024.
- Task 5 Additional Services: Upon request, as needed.

Fee Estimate:

Task No.	Task Name Contract Amount		Billing Type	
1	Project Management	\$ 3,230	Lump sum	
2	Monthly Report Processing	\$ 14,525	Lump sum	
3	Annual Inspections	\$ 14,100	Lump sum	
4	Annual Report	\$ 3,500	Lump sum	
5 Additional Services		As needed	Lump sum	
	TOTAL	\$ 35,355	Without Task 5	

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

Authorization:		
Authorized by:	Title:	
Print Name:	Date:	
	Terms and Conditions Included	

TERMS AND CONDITIONS

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

<u>Access to Site</u>: 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.

<u>Billings/Payment</u>: 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.

<u>Reimbursable Expenses</u>: Any expenses that are required beyond those identified under professional services will be billed at 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.

<u>Termination of Services</u>: 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.

<u>Construction Activities</u>: 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.

<u>Integration</u>: 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.

<u>Governing Law</u>: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

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

Annual Operating & Capital Budget Fiscal Year 2024

Submitted by:

L.H. (Dan) Davis, Jr., General Manager

Larry McNeil, Deputy General Manager

Prepared by: Millie Shah, Controller



Board Members

Kim Learnard, Chair | Mike King, Vice-Chair

Frank J. Destadio, Secretary/Treasurer

Phil Prebor | Clint Holland

Overview of FY2023 - Operations

Rockaway Plant

- Installed new polymer system (self performed)
- > SBR decanters repaired (metal fabrication)
- > Safety guard installed
- Actuator and valve replaced
- Blower and motor installed

Turner (Line Creek) Plant

- Belt press air compressor motor replaced
- ➤ Ultraviolet (UV) hydraulic motor and line replaced
- Clarifier gear box and motor installed









Overview of FY2023 - Support Services and Collection

- Initiated inventory of spare pumps
- Installed new generators at Stations 14 and 32 (self performed)
- Continued successful SEMS work order system
 - ➤ 14,000 work orders since implementation four years ago
 - ➤ Achieved target ratio of 5 : 1 (preventive to corrective maintenance)
- Replaced old building at Station 15 with new metal building
- Upgraded safety and function of lift stations
- Fence upgraded at Stations 31 and 34
- Recent repair of force main at Hwy 54 and Huddleston Road









GAWP Wastewater Collection System Excellence Award



WASTEWATER COLLECTION SYSTEM EXCELLENCE AWARD

AWARDED TO

Peachtree City Water and Sewer Authority

In Recognition of OUTSTANDING OPERATION of a

Wastewater Collection System

during the calendar year of 2022

Gold Award

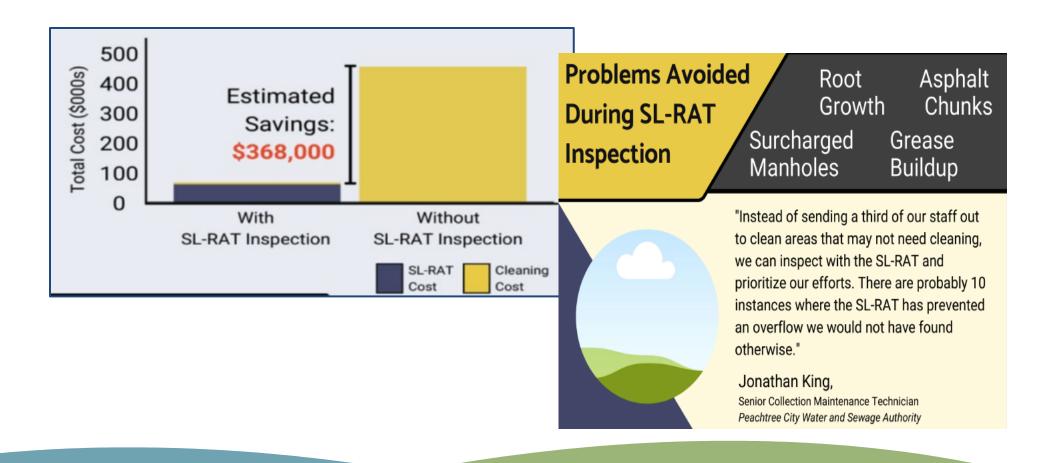
Brian Skeens, 2022-2023 GAWP President

Brian M Skeens

Jeff Callaway, Collection Systems Committee Chair

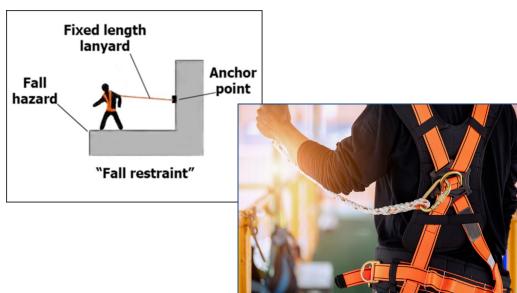
Sewer Line Rapid Assessment Tool (SL-RAT)

Total Miles of Sewer	171 miles
Miles Inspected with the SL-RAT	54 miles
Miles that Required Cleaning	0.6 miles
Estimated Savings	\$368,000



Fall Protection, Hot Work and Fire Suppression Programs

- First line of defense > Eliminate the fall hazard
- Second line of defense > Prevent the fall
- > Third and last resort > Control the fall





1,500-gallon grease trap

FOG Inspection Program

FY2023 OPERATING REVIEW	FY2022 Actual	FY2023 Budget	FY2023 Projected	FY2022 Actual /FY2023 Projected	%
Revenues - Rate	9,450,886	9,956,500	9,649,000	198,114	2.1%
Revenues - Fee	1,353,104	1,015,500	1,027,200	(325,904)	-24.1%
Operating Fund Revenues	10,803,990	10,972,000	10,676,200	(127,790)	-1.2%
o perating Faria Nevertues	10,003,330	10,572,000	10,070,200	(127,730)	1.270
Salaries, Wages, & Benefits	2,935,261	3,480,299	2,943,475	8,214	0.3%
Materials, Supplies, & Services	2,956,075	3,579,175	3,149,849	193,774	6.6%
Operation Expenditures*	5,891,336	7,059,474	6,093,324	201,988	3.4%
		, , , , , , , , , , , , , , , , , , , ,		,	
Operating Surplus (Deficit)	4,912,654	3,912,526	4,582,876	(329,778)	-6.7%
Other Income (Expense)	2,708	-	-	(2,708)	-100.0%
Total Surplus (Deficit)	4,915,362	3,912,526	4,582,876	(332,486)	-6.8%
	FY2022	FY2023	FY2023	FY2022 Actual	
FY2023 DEBT SERVICE AND RENEWAL & EXTENSION				/FY2023	%
	Actual	Budget	Projected	Projected	
Funding Source Debt Service and Renewal & Extension					
Current Year Operating Surplus	4,915,362	3,912,526	4,582,876	(332,486)	-6.8%
Debt Service and Renewal & Extension					
Debt Service Payment	2,749,787	2,740,543	2,740,543	(9,244)	-0.3%
Renewal & Extension (Crawford, Electrical, Mechanical)	46,917	350,000	140,000	93,083	198.4%
Sub-Total	2,796,704	3,090,543	2,880,543	83,839	3.0%
FY2023 CAPITAL PROJECTS	FY2022 Actual	FY2023 Budget	FY2023 Projected	FY2022 Actual /FY2023 Projected	%
Funding Source Capital Projects					_
Current Year Operating Surplus after Debt Service and					•
Renewal & Extension	2,118,658	821,983	1,702,333	(416,325)	-19.7%
American Rescue Plan Funding	-	5,150,000	-	-	0.0%
Use of Reserve Fund for Capital Projects		1,946,900	405,000	405,000	0.0%
Sub-Total	2,118,658	7,918,883	2,107,333	(11,325)	-0.5%
Capital & Project	1,635,252	7,789,770	1,678,537	43,285	2.6%
Sub-Total	1,635,252	7,789,770	1,678,537	43,285	2.6%
Increase/(Decrease) of Cash Flow from Operating and					
Financial Activities	483,406	129,113	428,796	(54,610)	-11.3%
*Cash-flow based budget. Does not include Depreciation expense & end of the year adjustin	entries				

*Cash-flow based budget. Does not include Depreciation expense & end of the year adjusting entries

FY2024 OPERATING	FY2023 Projected	FY2024 Budget	FY2023 Projected /FY2024 Budget	%
Revenues - Rate	9,649,000	9,796,500	147,500	1.5%
Revenues - Fee	1,027,200	1,151,500	124,300	12.1%
Operating Fund Revenues	10,676,200	10,948,000	271,800	2.5%
Salaries, Wages, & Benefits	2,943,475	3,572,400	628,925	21.4%
Materials, Supplies, & Services	3,149,849	3,852,150	702,301	22.3%
Operation Expenditures*	6,093,324	7,424,550	1,331,226	21.8%
Operation Experialtares	0,093,324	7,424,330	1,331,220	21.670
Operating Surplus (Deficit) Other Income (Expense)	4,582,876	3,523,450	(1,059,426)	-23.1%
Total Surplus (Deficit)	4,582,876	3,523,450	(1,059,426)	-23.1%
. o tai o ai piao (o anoit)			(1)000)	
FY2024 DEBT SERVICE AND RENEWAL & EXTENSION	FY2023 Projected	FY2024 Budget	FY2023 Projected /FY2024 Budget	%
Funding Source Debt Service and Renewal & Extension				
Current Year Operating Surplus	4,582,876	3,523,450	(1,059,426)	-23.1%
Debt Service and Renewal & Extension				
Debt Service Payment	2,740,543	1,593,300	(1,147,243)	-41.9%
Renewal & Extension (Crawford, Electrical, Mechanical)	140,000	350,000	210,000	150.0%
Sub-Total	2,880,543	1,943,300	(937,243)	
FY2024 CAPITAL PROJECTS	FY2023 Projected	FY2024 Budget	FY2023 Projected /FY2024 Budget	%
Funding Source Capital Projects				
Current Year Operating Surplus after Debt Service and				
Renewal & Extension	1,702,333	1,580,150	(122,183)	-7.2%
American Rescue Plan Funding	-	5,567,207	5,567,207	0.0%
Use of Reserve Fund for Capital Projects	405,000	3,722,965	3,317,965	819.3%
Sub-Total	2,107,333	10,870,322	8,762,989	415.8%
Capital & Basinst	1 670 527	10 713 307	0.022.770	E38 39/
Capital & Project Sub-Total	1,678,537 1,678,537	10,712,307 10,712,307	9,033,770	538.2% 538.2%
Sub-Total	1,070,337	10,712,307	9,033,770	JJ0.Z/0
Increase/(Decrease) of Cash Flow from Operating and				
Financial Activities	428,796	158,015	(270,781)	-63.1%
		_		The second secon

FY2025 FY2026

10-YEAR CAPITAL IMPROVEMENT PLAN FY2024

Clydesdale pipe rehabilitation

482,000

1,271,000

482,000

1,271,000

10-TEAR CAPITAL IIVIFRO VEIVIENT FEAN	F12024	FIZUZJ	F12020	F12021	F12020	F12023	F12030	F12031	F12032	F12033	IULai
				SOURCE	OF FUNDS						
American Rescue Plan (ARP) Funding	5,567,207										5,567,207
Bonds					4,915,000	9,915,000	2,915,000	2,915,000	2,915,000	2,915,000	26,490,000
GEFA Loan						150,000	1,275,000				1,425,000
Fund balance/operating income - current year	5,145,100	5,072,000	1,099,000	844,000	514,000	499,500	526,000	438,000	489,000	515,000	15,141,600
Total Fund Source	10,712,307	5,072,000	1,099,000	844,000	5,429,000	10,564,500	4,716,000	3,353,000	3,404,000	3,430,000	48,623,807
				CAPITA	L PROJECTS						
				American Rescue	Plan (ARP) Project:	s					
Headwork rehabilitation - Turner plant	1,000,000										1,000,000
Additional filter/UV - Rockaway plant	2,000,000										2,000,000
Pipeline rehabilitation - HWY 54/74	1,067,207										1,067,207
Pipeline rehabilitation - HWY 54/74 Project											
management fee	50,000										50,000
New ultraviolet (UV) units - Turner plant	1,300,000										1,300,000
Replace plant supervisory control and data											
acquisition (SCADA) - Turner plant	75,000										75,000
Replace plant supervisory control and data	75 000										75 000
acquisition (SCADA) - Rockaway plant	75,000										75,000
	5,567,207			tantini Amania - D	Di (ADD) D	-14-					5,567,207
D. H. C	250.500		Pot	tentiai American R	escue Plan (ARP) Pro	ojects					260.600
Rolling Green pipeline rehabilitation	368,000										368,000
Dividend Drive pipeline rehabilitation	311,000										311,000
Alta pipeline rehabilitation	110,000										110,000

FY2028

FY2029

FY2030

FY2031

FY2027

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

10-YEAR CAPITAL IMPROVEMENT PLAN	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	Total
				COLLECTIO	ONS SYSTEM						
Fencing around pump stations	15,000										15,000
Pump for athletic complex	200,000										200,000
Pump trailer (bypass pump)	13,000										13,000
Pipeline rehabilitation - HWY 54/74 design/eng	81,000										81,000
Wet well wizards at pump station - 13, 24, 1	56,000										56,000
Pump station 13/13A rehab 4 manholes	315,000										315,000
Bypass install pump station - 35, 8, 19		75,000									75,000
Lift station 38 stream crossing	80,000										80,000
Pump station 2 wet well rehabilitation/eng	28,000										28,000
Pump station 2 wet well rehabilitation/ bypass or	.,										.,
repair old well PS 2	32,000										32,000
Pump station 2 pump/repipe/controls											
rehabilitation	100,000										100,000
Pressure washer trailer	5,800										5,800
Generator, automatic transfer switch, material	,										•
pump station 26		45,000									45,000
Panel pump station 3	20,000										20,000
GUC system /GRM (2)	13,600										13,600
GUC station 8	7,100										7,100
Animal shelter pump station	79,000										79,000
Fall protection program equipment	50,000	50,000	50,000	50,000							200,000
Replacement program: pumps, generators and											
small equipment	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	1,100,000
Danfoss drives/controls		10,000	10,000	10,000	10,000	10,000	10,000			·	60,000
Composite ring and cover		19,000	19,000	19,000	19,000	19,000	19,000				114,000
Wet well cover doors-lighting & monitoring		125,000									125,000
Pipeline sewer main rehabilitation					2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	15,840,000
Force main ice pigging					75,000	75,000	75,000	75,000	75,000	75,000	450,000
Manhole rehab/liner					200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Generators small, enclosure, fuel tank, automatic											
transfer switch						150,000					150,000
Vactor/jetter							385,000				385,000
Freightliner tanker							150,000				150,000
Skid steer (large) T86							135,000				135,000
Generators large, enclosure, fuel tank, ATS							285,000				285,000
	1,205,500	434,000	189,000	189,000	3,054,000	3,204,000	4,009,000	3,025,000	3,025,000	3,025,000	21,359,500

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

10-YEAR CAPITAL IMPROVEMENT PLAN	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	Total
					PROJECTS						
				ROCKAN	/AY PLANT						
New sidewalks	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	250,000
Replace floating decanter (6)	300,000										300,000
Bulbs/ballast/module board/sleeves	85,000										85,000
Rebuild/replace disk filter	70,000										70,000
Spare programmable logic control / SBR System	12,000										12,000
Construct new storage building	100,000										100,000
Disk filter valve replacement	60,000										60,000
Spare blower and motor aeration basin	40,000										40,000
Belt press rehabilitation	40,000										40,000
Pump rail replacement (10)	90,000										90,000
Sludge holding valves	12,000										12,000
Reuse pump and motor	25,000										25,000
Variable frequency drives	30,000										30,000
Auma actuator	7,500										7,500
Rebuild/replace disk filter	70,000										70,000
Refrigerated sampler	11,000										11,000
Belt press 2 conveyor		30,000									30,000
Plant upgrade due to new permit		500,000									500,000
Multi-rake bar screens (2)		500,000									500,000
Lab addition to existing building		150,000									150,000
Line from Turner plant to Rockaway plant, dryer											
and pump station, aerobic digester					2,000,000	7,000,000	-				9,000,000
.	977,500	1,205,000	25,000	25,000	2,025,000	7,025,000	25,000	25,000	25,000	25,000	11,382,500
				TURNE	R PLANT						
New sidewalks	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	250,000
Bulbs/ballast/module board/sleeves	85,000	98,000	100,000	105,000	110,000	115,500	122,000	128,000	134,000	140,000	1,137,500
New screen - septage system	250,000										250,000
Disk filter valve replacement	60,000										60,000
Construction - concrete fill between filter/UV	15,000										15,000
Clarifier gear box	50,000										50,000
Refrigerated sampler	11,000										11,000
GUC system / GRM	7,100										7,100
Stainless steel cover for the basin	,	160,000									160,000
Demolition and disposal of reject pond		500,000	500,000								1,000,000
Plant upgrades due to new permit		500,000	222,230								500,000
Grit chamber replacement		555,550		350,000							350,000
ant chamber replacement	503,100	1,283,000	625,000	480,000	135,000	140,500	147,000	153,000	159,000	165,000	3,790,600

10 VEAD CADITAL IMADDOVEMENT DIAM	FV2024	EV202E	EV202C	FV2027	FV2020	FV2020	FV2020	FV2024	FV2022	FV2022	Tatal
10-YEAR CAPITAL IMPROVEMENT PLAN	FY2024	FY2025	FY2026	FY2027 CAPITAL	FY2028 PROJECTS	FY2029	FY2030	FY2031	FY2032	FY2033	Total
ADMINISTRATION											
Security/fencing improvements	110,000										110,000
Storage replacement	75,000										75,000
Microsoft software upgrade	30,000										30,000
Core switch upgrade	35,000										35,000
Security dashboard (Huntress)	20,000										20,000
Main building interior remodel	80,000										80,000
Program management fee ARPA projects	120,000										120,000
Contingency/capital	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	1,200,000
Contingency/IT	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
	620,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,970,000
				FLEET/MA	INTENANCE						
Truck - Operations	35,000		45,000			45,000			45,000		170,000
Truck - Collections	82,000		65,000		65,000		65,000			65,000	342,000
Golf Cart - SL RAT inspection	13,000										13,000
Dump trucks					-		320,000				320,000
	130,000	-	110,000	-	65,000	45,000	385,000	-	45,000	65,000	845,000
				LONG TERM PLA	ANNING PROJECTS						
Huddleston road sewer line		2,000,000									2,000,000
Biosolids management	50,000										50,000
Governor's Square sewer line - Phase 1	388,000										388,000
Hip Pocket/Loblolly/Lake Peachtree sewer line	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	-
TOTAL PROJECT COSTS	10,712,307	5,072,000	1,099,000	844,000	5,429,000	10,564,500	4,716,000	3,353,000	3,404,000	3,430,000	48,623,807
American Possue Dlan (ADD) Funding	•				•			•	•	•	

American Rescue Plan (ARP) Funding

Bonds

GEFA Loan

Fund balance/operating income - current year

Peachtree City Water and Sewerage Authority Revenue Bond

Fiscal		2013Α Sϵ	eries
Year	Principal	Interest	Total
2024	1,385,000	208,300	1,593,300
2025	1,440,000	151,800	1,591,800
2026	1,505,000	92,900	1,597,900
2027	1,570,000	31,400	1,601,400
Total	5,900,000	484,400	6,384,400



1039 Sullivan Road, Suite 200, Newnan, GA 30265 (p) 678.552.2106 (f) 678.552.2107

To: Kim Learnard, Chair Date: August 7, 2023

Company: Peachtree City Water and Sewerage Authority From: L.H. (Dan) Davis, Jr., P.E.

Address: 1127 Highway 74 South Copy to: File

Peachtree City, GA 30269

Project: Contract General Management (2023-2024)

Background Information:

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

Conflict of Interest Statement

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

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

Any future work authorizations for efforts by ISE will be approved by the Board.

Scope of Work:

Background and Understanding

This contract represents the sixth year of Contract Management provided to PCWASA by ISE and follows the contract dated August 8, 2022 and approved by the PCWASA Board of Directors on August 16, 2022. The below scope of services details the continued oversight and support in two key areas: Human Resources and General Management, as well as Financial Review and Oversight.

Over the past five years, ISE has continued to provide overall General Management and Human Resources support services to PCWASA. These services include working with the PCWASA Board and Legal Counsel to develop and implement various employment policies and procedures. ISE has also served as the General Manager for the Authority over the past five years, providing oversight and overall management for the Authority at the direction of the Board of Directors. In addition, ISE Staff provided general Financial Review and Oversight in order to provide redundancy and additional financial planning resources for the organization.

Scope of Services

Task 1: Human Resources Management

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

Task 2: General Management Oversight

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

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

Task 3: Financial Review and Oversight

ISE Staff will provide consultation to the PCWASA Controller for various financial tasks, including assisting with compiling information for the externally prepared Financial Statement Audit, assisting with preparing the Annual Operating Budget, assisting with preparing the quarterly financial reports to the Board of

Directors and appropriate PCWASA Staff, as well as consulting on financial integrity analysis, risk management, investment and retirement services management, bond/debt service management, and processes and planning for capital improvements and budgeting.

Additional Services

Any additional services outside the Scope of Services outlined herein, including Litigation Support, will be provided by ISE Staff on an hourly basis, in accordance with the rate schedule herein.

Schedule:

This Work Authorization will commence on October 1, 2023 and upon approval from the PCWASA Board of Directors, and will be valid for a period of one year. The Work Authorization can be terminated by either party with 30 days' notice but will renew automatically on an annual basis. The rates will be subject to review and revision on an annual basis.

Fee Estimate:

Task No.	Task Name	Monthly Fees 10/01/2023 to 09/30/2024	
1	Human Resources Management	\$ 6,441.00	Lump Sum
2	General Management Oversight	\$ 9,662.00	Lump Sum
3	Financial Review and Oversight*	\$ 1,650.00	Lump Sum
	TOTAL	\$ 17,753.00	

^{*}The scope of work outlined herein will be performed at the fee shown. Efforts beyond the scope identified will be performed on an hourly basis at the Sr. Financial Analysist rate shown in the Unit Rate table below.

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:	
	Tarms and Canditions Included	

TERMS AND CONDITIONS

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

<u>Access to Site</u>: 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.

<u>Billings/Payment</u>: 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.

<u>Reimbursable Expenses</u>: Any expenses that are required beyond those identified under professional services will be billed at 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.

<u>Termination of Services</u>: 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.

<u>Construction Activities</u>: 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.

<u>Integration</u>: 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.

<u>Governing Law</u>: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

UNIT RATES – 2023 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 230.00
Principal	\$ 210.00
Sr. Financial Analysist	\$ 185.00
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