

Peachtree City Water & Sewerage Authority
Regular Meeting
Agenda
Thursday, January 19, 2023
8:30 a.m.

I. Pledge of Allegiance

II. Oath of Office

III. Public Comment

IV. Minutes

November 8, 2022 - Regular Meeting Minutes

V. Reports

A. Authority Members

B. General Manager

VI. Presentation from GAWP

VII. Quarterly Financial Report

VIII. Governors Square Phase I Sewer Extension

IX. Replacement Septage Receiving Screen

X. Jefferson Architecture Proposal

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.

FAYETTE COUNTY
STATE OF GEORGIA

OATH OF OFFICE

“I, Clinton Russell Holland, Jr., do hereby solemnly swear and affirm that I will faithfully and truly perform the duties of a **Board Member for the Peachtree City Water and Sewerage Authority** for the County of Fayette, that I will support and defend the Constitution of the United States and the Constitution of Georgia, and shall faithfully and impartially discharge this duty to the best of my skill and ability as to me shall seem to the best interest and welfare of the City of Peachtree City without fear, favor or affection.

I further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which by the laws of this state I am prohibited from holding; and that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia.

SO HELP ME GOD.”

Clinton Russell Holland, Jr.
Board Member, Peachtree City Water and
Sewerage Authority

Sworn to and subscribed before me,
an officer authorized to administer
oaths, this 19th day of January, 2023

Melissa Darden Griffis, Esq., Attorney
For Peachtree City Water and Sewerage
Authority
Fayette County, Georgia

Peachtree City Water and Sewerage Authority

November 8, 2022

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, November 8, 2022, in the break room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Kim Learnard, Vice-Chairman Mike King, Treasurer/Secretary Frank Destadio, Board Member Phil Prebor, Ms. Melissa Griffis (attorney with Horne & Griffis), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Todd Browning (Marsh & McLennan Agency), Mr. Davis Ozier (ISE), Mr. Clint Holland, and Mr. John Dufresne. Mr. Dan Davis (ISE) participated in the meeting via video/conference call.

Ms. Learnard called the meeting to order at 8:33 am. The meeting began with the Pledge of Allegiance.

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

Ms. Learnard asked for a motion to approve the September 16, 2022 regular meeting minutes. Mr. King made a motion to approve the September 16, 2022 regular meeting minutes, seconded by Mr. Destadio. Motion carried.

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

Ms. Baer introduced Mr. Browning to present the Medical Insurance renewal. Ms. Baer stated the current medical plan renewal came in very high at a 67% increase. Mr. Browning looked at other plan options in order to provide the best combination of benefits to Authority employees, with a plan that provides reasonable out of pocket maximum and deductible amounts. Mr. Todd Browning reviewed the quotes provided for medical/gap, dental, vision, and ancillary (disability and life) insurance policies. The proposed medical renewal includes the Authority contributing \$500 in the FSA (Flexible Spending Account) for participating employees. Mr. Prebor made a motion to approve the Medical Insurance as presented, seconded by Mr. King. Motion carried.

Ms. Shah discussed the Budget Year End Update and stated the Audit will be presented at the April 2023 Board meeting. Ms. Shah stated the Authority ended the year with an \$11 million cash balance. Ms. Shah stated the Authority is financially stable with \$743,000 in surplus added to the fund balance, while operating under budget for expenses, and over budget for revenues.

Ms. Shah presented the Mauldin & Jenkins Engagement Letter for the Audit for approval. Mr. Prebor made a motion to approve the Mauldin & Jenkins Engagement Letter for the Audit, seconded by Mr. Destadio. Motion carried.

Mr. Dan Davis introduced Mr. Ozier to present the Biosolids Management System Alternatives Evaluation Report. Mr. Dan Davis stated the presentation is intended to educate the Board on the potential alternatives, but not take any immediate action on the matter. Mr. Destadio stated he reviewed the report and discussed questions with Mr. Dan Davis prior to the meeting. Mr. Ozier reviewed the highlights of the Biosolids Management System Alternatives Evaluation Report.

Ms. Learnard asked for a motion to adjourn into Executive Session for the purpose of Real Estate and Potential Litigation. The motion was made by Mr. Destadio and seconded by Mr. King. Motion carried. The meeting was adjourned into Executive Session at 9:28 am.

The meeting was reconvened at 9:37 am.

Ms. Learnard asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Destadio. Motion carried. The meeting was adjourned at 9:38 am.

Chairman – Kim Learnard

Vice Chairman – Mike King



Quarterly Financial Report
December 31, 2022

**PCWASA Cash Account Balances
December 31, 2022**

1111 Revenue Operating Account	\$ 5,671,402
1112 Sinking Fund Account	\$ 2,420,841
1113 Renewal & Extension Account	\$ 9,057
1114 Capital Fund Account	\$ 7,585
1320 Georgia Fund One	\$ 3,784,983
	<u>\$ 11,893,868</u>

Peachtree City Water and Sewerage Authority
Financial Report
For the Fiscal Year Ending on September 30, 2023
First Quarter Ending on December 31, 2022

	FY 2023 APPROVED BUDGET	FY 2023 ACTUAL/ ENCUMBRANCES	% Used YTD
Revenues - Rate	\$9,956,500	\$2,428,987	24.40%
Revenues - Fee	\$1,015,500	\$157,408	15.50%
American Rescue Plan Funding	\$5,150,000	\$0	
Fund Balance	\$1,946,900	\$0	
Operating Fund Revenues	\$18,068,900	\$2,586,394	
Salaries, Wages, & Benefits	\$3,480,299	\$665,048	19.11%
Materials, Supplies, & Services	\$3,579,175	\$733,387	20.49%
Operation Expenditures	\$7,059,474	\$1,398,435	19.81%
Operating Surplus (Deficit)	\$11,009,426	\$1,187,959	
Oper Trfr-Sinking Fund	\$2,740,543	\$0	0.00%
Oper Trfr-Ren & Ext	\$350,000	\$0	0.00%
Oper Trfr-Capital	\$7,789,770	\$273,565	3.51%
Sub-Total	\$10,880,313	\$273,565	2.51%
Total All Expenditures	\$17,939,787	\$1,672,000	
Net Surplus (Deficit)	\$129,113	\$914,394	
Other Income (Expenditures)	\$0	\$24,859	
Total Surplus (Deficit)	\$129,113	\$939,254	

Percentage into Budget Year: 25%

*Preliminary and unaudited

January 13, 2023

Via: E-mail

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

Re: **Governor's Square Gravity Sewer System Project**
PTC WASA
Proposal No. 9314

Dear Mr. Davis:

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

Location: Land Lot 69, 7th District
City of Peachtree City, Fayette County, Georgia

1.0 PROJECT UNDERSTANDING

It is our understanding that PTC Water & Sewerage Authority desires to extend sanitary sewer service to the properties located along Peachtree Court and Governor's Square, and Genevieve Court. The intent of this current project is to develop a master plan and specifically design the Phase 1 extension along Peachtree Court. See Exhibit "C" attached for an exhibit of the project area for the proposed improvements included in this proposal.

2.0 SCOPE OF SERVICES

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

2.1 PRE-DESIGN SERVICES

- 2.1.1 MASTER PLAN – ROCHESTER will prepare a master plan for horizontal layout of a gravity sewer main to serve the properties along Peachtree Ct., Governor's Square, and Genevieve Ct. This plan will include an estimation of future sewer flows based on existing and proposed uses. It is assumed that the planning information for the future uses will be provided by the City. Some time to coordinate with City and WASA staff as well as property owners in the development of this master plan. The projected flows will be determined for each property within the planning area so that a proportional share of the construction cost can be developed. This master plan will utilize the sewer designed and installed as part of the Towson Village residential development. Included with the master plan, a preliminary opinion of probable construction

cost will be provided. The master plan will include proposed phasing based on coordination with WASA, but generally assumes phasing as listed below.

- A. Phase 1 – Extend sewers along Peachtree Court.
- B. Phase 2 – Extend sewers along Governors Square and Governors Trace
- C. Phase 3 – Extend sewers to and along Genevieve Court.

2.1.2 UTILITY LOCATION – ROCHESTER will develop a Quality Level B (QL-B) Utility Location Survey for the Phase 1 main alignment (red highlighted area shown on Exhibit “C”) as defined by “*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*” (ASCE CI 38-02). ROCHESTER will coordinate and contract with a 3rd party Subsurface Utility Engineering (SUE) sub-consultant to “*designate*” (locate and mark) the location of underground utilities within the survey limits (highlighted in RED) designated in Exhibit “C” (all data will be based on above surface markings only).

ROCHESTER and/or its sub-consultants will expend reasonable efforts to determine the actual location of all locatable existing underground utilities within the project area. This work will include collecting and reviewing existing infrastructure information as well as researching available plans from the appropriate utility owner(s). Paint and/or flags will be placed on the ground directly above all traceable underground utilities within the specified area. Each utility will be marked with a specific color. QL-B involves the application of appropriate surface geophysical methods such as Electromagnetic Locators and radiofrequency techniques to determine the existence and horizontal position of metallic and non-metallic utilities that contain accessible metallic tracer wires.

The information obtained in this manner will be surveyed by field location relative to project control. ROCHESTER will show horizontal location and size of existing utilities such as storm sewer, sanitary sewer, gas, water, electrical, telecommunications, etc. Sizes for pipes not physically located and or visible will be based upon record information. Notes will be placed on the sketch indicating possible existence of underground utilities and improvements that were not marked on the ground if possible.

2.1.3 TOPOGRAPHIC SURVEY – ROCHESTER will perform a field topographic survey along the Phase 1 main alignment. This survey data will identify existing ground and road elevations including the location and elevations of existing structures, visible above ground utilities, marked underground utilities and other site features within the planned corridor identified in the Master Plan. Coordinates and elevations shall be based on the Georgia State Plane Coordinate System (NAD 83 and NAVD 88).

2.1.4 PRE-DESIGN DELIVERABLES

- A. *An initial Concept Plan will be generated for the layout and coordinated with Client before the plan is finalized into a formal Master Plan set of drawings showing the proposed layouts.*
- B. *A summary of the projected sewer flows for the area.*
- C. *A spreadsheet specifying construction items, quantities, and estimated unit costs will be provided to Client along with a total cost for each phase.*
- D. *There will be no deliverables to the Client specifically for the Underground Utility Locating and Topographic Survey tasks. The data obtained will be used in the design services described below and as part of the deliverables described therein.*

2.2 DESIGN SERVICES

- 2.2.1 SEWER MAIN CONSTRUCTION DRAWINGS (Phase 1-Peachtree Ct) – ROCHESTER will utilize the survey data from above as the foundation for the design. Construction Drawings for the proposed sewer main will provide layout and design information for the extension along Peachtree Court. The Construction Drawings will include plan and profiles, construction details, and appurtenances thereto for submittal and approval by PTC WASA.
- 2.2.2 SEWER MAIN OPCC (Phase 1-Peachtree Ct) – ROCHESTER will prepare quantity take off of proposed improvement items to be used for project cost estimating and bidding purposes based on the construction drawings. ROCHESTER will prepare an opinion of probable construction cost.
- 2.2.3 EROSION AND SEDIMENT POLLUTION CONTROL PLAN (ESPC Plan) (Phase 1-Peachtree Ct) – An ESPC Plan will be required for submittal to the City for review and ROCHESTER will prepare an ESPC Plan for the project area in general conformance with NPDES, Georgia and Peachtree City erosion control requirements. A NPDES Notice of Intent (NOI) will be prepared as part of this task for submittal to the EPD through their online GEOS system. NOI Fees will be paid by the Client and are not included in this proposal.
- 2.2.4 PROJECT MANUAL – ROCHESTER will prepare a project manual to include contract documents and technical specifications to be used along with the Construction Drawings in the bidding and construction process. It is assumed that WASA will provide any standard contract forms and specifications required for this work.
- 2.2.5 EASEMENT DOCUMENTS – RAI will produce easement exhibits (temporary and permanent), to include field work and legal descriptions that will be necessary to complete the project. The fee included in this proposal assumes no more than two (2) parcels requiring easements. RAI will start easement plat preparation once the alignment is finalized. No acquisition services are included in this proposal.
- 2.2.6 *DESIGN DELIVERABLES*
- A. *Construction Drawings showing appropriate detail for the layout and construction of the elements identified above. Drawings will include the required Erosion and Sediment Pollution Control Plans.*
 - B. *Technical Specifications to be used along with the Construction Drawings during construction and bidding.*
 - C. *Contract Documents will be prepared for project bidding and to be used for the agreement with the selected Contractor(s).*
 - D. *An Opinion of Probable Construction Cost (OPCC) will be prepared for the Client for the Phase 1 design to be used for budgeting purposes.*
 - E. *Up to 2 easement exhibits and legal descriptions for WASA's use in acquisition.*

2.3 PROJECT PERMITTING & COORDINATION

- 2.3.1 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

2.3.2 PROJECT PERMITTING & COORDINATION DELIVERABLES

- A. Peachtree City Land Disturbance Permit*
- B. NOI*

2.4 BIDDING SERVICES

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

2.5 CONSTRUCTION SERVICES

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

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

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

2.5.2 CONSTRUCTION DELIVERABLES

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

COMPENSATION

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

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>FEE</u>	<u>TYPE</u>
2.1	PRE-DESIGN SERVICES		
2.1.1	MASTER PLAN	\$9,300.00	FIXED FEE
2.1.2	UTILITY LOCATION	\$2,400.00	FIXED FEE
2.1.2	TOPOGRAPHIC SURVEY	\$3,950.00	FIXED FEE
2.2	DESIGN SERVICES		
2.2.1	SEWER MAIN CONSTRUCTION DOCUMENTS	\$26,380.00	FIXED FEE
2.2.2	SEWER MAIN OPCC	\$1,940.00	FIXED FEE
2.2.3	EROSION AND SEDIMENT POLLUTION CONTROL PLAN	\$5,120.00	FIXED FEE
2.2.4	PROJECT MANUAL	\$2,280.00	FIXED FEE
2.2.5	EASEMENT DOCUMENTS	\$1,800.00	FIXED FEE
2.3	PERMITTING & COORDINATION		
2.3.1	PERMITTING & COORDINATION	\$7,280.00	HRLY EST.
2.4	BIDDING SERVICES		
2.4.1	BIDDING ASSISTANCE	\$2,860.00	FIXED FEE
2.5	CONSTRUCTION SERVICES		
2.5.1	CONSTRUCTION ADMINISTRATION	\$10,270.00	HRLY EST.

TOTAL ESTIMATED FEES: \$73,580.00 FIXED + HRLY

3.0 ADDITIONAL SERVICES

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

4.0 SCHEDULE

The anticipated schedule for design and construction is as follows:

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

5.0 EXCLUSIONS AND BASE TERMS

1. The pricing shown hereon is based on the proposed site improvements as determined by the Peachtree City Water and Sewerage Authority and detailed in the scope of service listed above. If these services are modified, our fees may need to be adjusted.
2. The hourly rates shown are subject to change after December 31, 2023 or as described in our Agreement for Engineering Services.
3. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.
4. Permitting or mitigation costs of any potential wetland areas are not included in this proposal.
5. No onsite inspections or inspection reports are included in this proposal except for those described herein.
6. Any revisions made after municipal approval of the site construction drawings or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.

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

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

EXHIBIT B

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER's Proposal, make up the Agreement between Rochester and you, the Client. ***Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER.***

1. Services. ROCHESTER will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER's prevailing fee schedule, or as agreed to by ROCHESTER and you.

2. Standard of Care. ROCHESTER will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or set-offs by you, unless agreed to in writing by ROCHESTER.

4. Client's Responsibilities. You will designate to ROCHESTER in writing a person to act as your representative who is authorized to receive notices, transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance

shall consist of completing and submitting forms to the appropriate regulatory agencies. You will provide ROCHESTER with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER'S control may require an increase in the project schedule and fees. ROCHESTER will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER's Responsibility. ROCHESTER will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER's professional activities nor the presence of ROCHESTER or its employees and subcontractors be construed to imply that ROCHESTER has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER to perform its services in an orderly and efficient manner, ROCHESTER shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER, increase ROCHESTER's

contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER and ROCHESTER's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions.

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER are instruments of service and will remain ROCHESTER's property. ROCHESTER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER's services, and information you provide to ROCHESTER regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER.

13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way

connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by ROCHESTER.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for services rendered and paid for on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Fayette County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER's services in connection with the Project shall not subject ROCHESTER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.

January 12, 2023

Dan Davis P.E. | General Manager
Leslie R. Baer | HR Director
Peachtree City Water and Sewer Authority
1127 Highway 74 South, Peachtree City, Georgia
T: 678.552.2106 | F: 678.552.2107 | C: 404.906.7312

Project Location: 1127 Highway 74 South, Peachtree City, Georgia

Dan & Leslie,
Thank you for the opportunity to provide a proposal for the interior architectural construction document services for the WASA Office interior alteration.

PROJECT SCOPE:

- Interior nonstructural level 1 alteration of existing reception, conference, break, office spaces - 2,423 SF
- New scope of interior nonstructural level 1 alteration of existing kitchen and training room - 1,288 SF
- Total project square footage 3,711 SF.
- Building Classification: Existing Business, Type II-B, Sprinklered.
- Occupancy Classification: Business

SCOPE OF DESIGN SERVICES:

- Prepare initial schematic plans for client approval. (Completed as separate project)
- Design programming based on initial meeting with client and programming notes on 8/17/22.
- Field Survey to confirm existing conditions of kitchen and training room.
- Provide Limited Interior Design services for paint, carpet tile, LVT selections and kitchen cabinet casework details for 3,711 SF of the facility only. No work in other parts of the facility.
- Provide Limited FF&E (Furniture, Fixtures & Equipment) Selection & Procurement services for reception guest chairs, reception desk & glass enclosure, conference table & chairs, and break room tables & chairs.
- Provide Sealed Architectural Permit / Construction Document Drawings only (MEP Engineering would be a change order if required by local jurisdiction).
- Prepare ADA compliance plans and details.
- Prepare Life Safety compliance plans and details.
- Prepare Fire Protection compliance plans and details.
- Prepare Architectural Conceptual Drawing for review and approval.
- Prepare Sealed Architectural Permit Drawings.
- Prepare Sealed Architectural Construction Drawings.
- Low Voltage systems will be designed by Owner's consultants.
- Owner to provide all equipment specifications related to project.

TASK # 1 – 01 PROGRAMMING

- A. Initial Meeting for proposed space programming. (Kick-off meeting). Completed.

TASK # 2 – 02 CONCEPTUAL DESIGN

- A. Develop Conceptual Floor Plan for review and approval.
- B. Receive Concept Floor Plan Approval.
- C. Due to the complexity of this phase of the work, an hourly allowance has been established for this scope of work. The design hours will be logged against the conceptual design budget. All under budget hours will be credited to the Owner. All over budget hours will be billed as additional services on a weekly basis. The completion of the conceptual design phase will be established upon the receipt of the signed and dated concept floor plan approval from the Owner.

TASK #3 – 03 DESIGN DEVELOPMENT

- A. Start this phase upon the approval of concept floor plan and exterior elevation.
- B. Our goal is to minimize the possibility of major modifications.
- C. The design team will work out a clear, coordinated description of the outlined aspects of the design, including architectural, mechanical, electrical, plumbing, and fire protection.
- D. Project outline specification on the drawings established.
- E. Complete the Design Development approvals of the buildings systems.

TASK #4 – 04 CONSTRUCTION DOCUMENTS

- A. Upon approval of design development phase, prepare the construction documents.
- B. Prepare the architectural permit drawings and specifications.
- C. Prepare and coordinate the construction drawing sets.

TASK #5 – 05 CONTRACT ADMINISTRATION - (limited to scope below at hourly rates. Site visits billed hourly)

- A. Jefferson Architecture will provide:
 - 1- Interpreting the Contract Documents.
 - 2- Reviewing Contractor submittals.
 - 3- Reviewing and certifying payments.
 - 4- Rejecting nonconforming work.

CE-1 – CONSULTANT COORDINATION (s/mep) - NOT IN CONTRACT

AS1 – APPLICATIONS and PERMITTING (Hourly Not to Exceed)

- A. Jefferson Architecture will provide:
 - 1-Permitting assistance available on an hourly basis upon written request.
 - 2-All permit and applications fees paid by the Owner.

AS2 – LIMITED INTERIOR DESIGN SERVICES

- A. Jefferson Architecture will provide:
 - 1- Interior Design Meetings – 4-hours included in lump sum fee.
 - 2- Interior design selections, design & detailing for inclusion in Construction Document set.

AS3 – LIMITED FURNITURE FIXTURE AND EQUIPMENT (FF&E) DESIGN & PROCUREMENT (Hourly Not to Exceed)

- A. Jefferson Architecture will provide:
 - 1- FF&E DESIGN AND SELECTION MEETINGS – 4-hours included in allowance.
 - 2- Vendor Coordination and Design Services – 16-hours included in allowance.

DELIVERABLES:

Project Drawings- Architectural

Architectural

- A001 Cover Sheet Index Codes
- A002 General Notes Appendix and Legends
- A100 Life Safety Plan and Details
- A101 ADA Compliance Plans and Details
- A105 Floor Plan
- A106 RCP
- A200 Floor Plan Details
- A600 Schedules- Window and Door
- A700 Interior Elevations and Details
- F-100 Fire Protection Details

Project Drawings- Engineer Consultants (NOT IN CONTRACT)

Electrical Engineer (N.I.C.)

- E-1 Electrical Power
- E-2 Electrical Lighting
- E-3 Electrical Systems ComCheck
- E-4 Panelboard Schedules Diagrams

Mechanical Engineer (N.I.C.)

- M-1 HVAC Schedule Details
- M-2 HVAC Details
- M-3 HVAC Specification
- M-4 HVAC ComCheck

Plumbing Engineer (N.I.C.)

- P-1 Plumbing Specifications
- P-2 Plumbing Details, Legends, and Schedules
- P-3 Plumbing Water Plan
- P-4 Plumbing Sanitary Plan

Structural Engineer (N.I.C.)

- S-1 Lighting Supports
- S-2 Structural Details, Legends, and Schedules

Exclusions (design services not provided)

- 1- Acoustic Abatement Systems.
- 2- Low Voltage System (I.T., Fire Alarm, Security System, Telephone, music/video, Cable).
- 3- Renderings and Animations.
- 4- 3 Part Specifications Manual (Specifications incorporated into Construction Documents).

SCHEDULE OF FEESFee Bases: Stipulated Sum for Tenant Improvement Plan

The fees are distributed as indicated below:

Architectural Fees

Task #1- Pre-design & Programming	\$ 875.00	
Task #2- Conceptual Design (10-hour Conceptual Allowance)	\$ 1,350.00	
Task #3- Design Development	\$ 425.00	
Task #4- Construction Documents	\$ 5,875.00	
Task #5- Contract Administration (limited)	\$ hourly	
Architectural Fees Total	\$ 8,525.00	Approved

Project Consultant Fees

CE1- Mechanical, Electrical, Plumbing, Engineering Allowance	\$ NIC	
CE2- Structural Engineering	\$ NIC	
CE3- Consultant Coordination	\$ NIC	
Project Consultant Fees Total	\$ NIC	Approved

Additional Services Fee(s)

AS1- Application and Permitting (Hourly NTE)	\$ 1,450.00	
AS2- Limited Interior Design Services (Lump Sum)	\$ 2,805.00	
AS3- Limited FF&E Design & Procurement (Hourly NTE)	\$ 2,425.00	
Project Additional Service(s) Fee Total	\$ 6,680.00	Approved

NOTES

- The Owner is responsible for all governmental agency fees associated with the project.
- Jefferson Architecture will add 0% to consultant(s) fees if consultants are required or requested.

ADDITIONAL SERVICES

- Meetings: All project related meetings will be billed hourly.
- Consultants: Additional Project consultant fee(s).
- Bidding Services: Bidder qualification, selection, distribution of plans and bid forms, receipt of bids, bid leveling, and recommendation to be quoted as a project change order if requested.

PAYMENT SCHEDULE & TERMS

- Monthly invoicing based on percentage of tasks complete, payable in 15-days.
- For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **zero percent (0%)** of the expenses incurred.
- An initial retainer payment of **\$4,000.00** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. _____
- Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (1.5% per month.)
- Work will be scheduled upon receipt of signed proposal and retainer.
- Progress Billing – Monthly invoicing based on design progress.

SCHEDULE OF HOURLY RATES

(Additional services upon written approval from Owner)

- | | |
|----------------------------|---------------|
| • Principal In Charge | \$175.00/hour |
| • Senior Project Manager | \$155.00/hour |
| • Project Architect | \$135.00/hour |
| • Project Manager | \$125.00/hour |
| • Architectural Designer 3 | \$115.00/hour |
| • Architectural Designer 2 | \$95.00/hour |
| • Architectural Designer 1 | \$75.00/hour |
| • Interior Designer 2 | \$115.00/hour |
| • Interior Designer 1 | \$95.00/hour |
| • Graphics | \$75.00/hour |
| • Administrative/Clerical | \$57.00/hour |

FEES OF ADDITIONAL WORK & SERVICES

Jefferson_ Architecture shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of **zero percent (0%)**.

- Plots / Black / Blue line Reproductions
- Models or Color Renderings and/or animations
- Fed Ex/Courier Deliveries
- Full Contract Administration

PROPOSAL ACCEPTED BY:

Client _____ Company _____ Date _____

Signature indicates acceptance of this proposal and Appendix A as the basis for standard AIA B105-2017 contract terms and agreements.

We are ready to proceed upon approval.

Sincerely,

JL "JEFFERSON" BROWN, NCARB, AIA, ALA, LEED AP BD+C CPBD
JEFFERSON ARCHITECTURE, INC
CEO/President

APPENDIX A- STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. SCOPE OF SERVICES

JEFFERSON BROWNE ARCHITECTURE, INC (JBA) will provide professional and technical services for the PROJECT in accordance with the terms and conditions which together with the authorized Scope of Services and Budget for the PROJECT constitutes the Agreement between the CLIENT and JBA.

ARTICLE 2. CHANGES

The CLIENT and JBA may make additions or deletions to the Scope of Services by mutual WRITTEN agreement ONLY. These Terms and Conditions, with appropriate changes in JBA'S compensation and Project Schedule, shall apply to all additions and deletions.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

The CLIENT shall:

1. Provide all criteria and full information as to the requirements of the PROJECT including design, construction, or other objectives, standards, or constraints which the CLIENT will require to be used.
2. Provide all available information pertinent to the PROJECT including previous reports and all data relative to design or construction to the PROJECT. Unless otherwise noted, JBA may rely on such information.
3. Provide all rights of access to the property or to enter upon public and private lands as required for JBA to perform its services under this agreement.
4. Examine all studies, reports, sketches, cost estimates, specifications, drawings, proposals, and other documents presented by JBA to the CLIENT, and promptly render any required decisions pertaining thereto.
5. Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement and identify their limits of authority.
6. Limited Liability: To the maximum extent permitted by law, the CLIENT agrees to limit JBA'S liability for the CLIENT'S damages to the sum of \$ 10,000 or JBA'S fee, whichever is less. This limitation shall apply regardless of the cause of the action or legal theory pled or asserted.
7. Retain all legal, equitable or economic interest or title to the project site or materials.
8. Warrant that it has full authority and sufficient funds available to take action as contemplated with respect to the PROJECT.
9. Except for such permits or licenses as are required by JBA to conduct business or as may be expressly agreed by JBA to provide, obtain all permits, licenses or approvals required for the PROJECT.
10. Provide all available information on buried utilities, structures or piping located within the PROJECT site boundaries unless expressly agreed by JBA to provide. CLIENT will approve exploration or excavation locations to be free of obstacles. JBA shall have no liability for any damages resulting from subsequently encountering such obstacles at an approved location.

ARTICLE 4: PAYMENT

Payment of services rendered by JBA shall be in accordance with the following:

1. Invoices will be submitted by JBA monthly or at completion of the Scope of Services, whichever is first. Payment shall be made by the CLIENT within thirty (30) days of the date of invoice, unless notified by CLIENT in writing otherwise.
2. DELINQUENT ACCOUNTS due JBA under this agreement shall be subject to interest of one and one-half percent (1½%) per month commencing thirty (30) days after the date of invoice or the legal prevailing rate at the principal place of business of the architect, whichever is higher.
3. If the CLIENT does not pay the invoice within thirty (30) days of the date of invoice, JBA may suspend its services on the basis of non-performance on the part of the CLIENT.

ARTICLE 5: INSURANCE

JBA shall, during the performance of this Agreement, keep in force the following insurance subject to the conditions and limitations of the policies: (1) Worker's Compensation Insurance, including Employer's Liability Insurance for its employees; (2) Comprehensive General Liability Insurance; (3) Comprehensive Automobile Liability Insurance. General Liability Insurance shall include coverage for completed operations and contractual liability under this Agreement. JBA agrees to furnish the CLIENT, upon CLIENT'S request, insurance certificate(s) reflecting JBA'S compliance with the requirements of this Article.

The providing of insurance, as set forth in this Agreement, shall not be construed as JBA's assumption of any liability arising out of any act or omission of the CLIENT. If the CLIENT desires JBA to obtain greater limits or additional types of insurance, JBA shall endeavor to obtain such additional insurance for additional compensation.

ARTICLE 6: GENERAL CONSIDERATIONS

1. JBA will perform its services in a timely manner, and as defined in the proposal, but it is agreed that JBA cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time the services were authorized.
2. JBA shall perform its services in accordance with generally accepted engineering and technical practices and standards measured at the time the services are performed and not according to later standards, and makes no other warranty, either expressed or implied, as a part of this Agreement.
3. All documents, including reports, drawings, or specifications prepared by JBA pursuant to this Agreement, are instruments of service in respect to this PROJECT. They are not intended or represented to be suitable for reuse by the CLIENT or others on extension of the PROJECT or on any other project. Any reuse without written verification or adaption by JBA for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to JBA.
4. The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in existing facilities where such removal is readily achievable and that new facilities must meet the accessibility and usability requirements of the ADA. The CLIENT acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by- case basis. The requirements of the ADA will therefore be subject to various and possibly contradictory interpretations. JBA will use reasonable professional efforts and judgment to interpret applicable ADA requirements and to advise the CLIENT as to the modifications to CLIENT'S facility that may be required to comply with the ADA. Such interpretations and advice will be based on what is known about ADA interpretations at the time this service is rendered. JBA, however, cannot and does not warrant or guarantee that the CLIENT'S facility will fully comply with interpretations of ADA requirements by regulatory bodies or court decisions. New work will be designed to meet applicable standards up to 10' outside of entrance doors, but this scope of work does not include final certification of in-place compliance or site accessibility design services. Site ADA compliance reviews will not be studied or verified as part of this contract. Site ADA compliance is provided by others or can be proposed separately upon request as an additional service.

ARTICLE 7: TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with thirty (30) days written notice to the other party. If this Agreement is terminated, JBA shall be paid within thirty (30) days of the date of the final invoice for time and expenses in accordance with JBA's Standard Rates then in effect for the extent of services performed by JBA to the date of termination.

ARTICLE 8: SUCCESSOR AND ASSIGNS

1. The CLIENT and JBA each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
2. Neither the CLIENT nor JBA shall assign, sublet, or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without written consent of the order and except to the extent that the effect of this limitation may be restricted by law. Nothing contained herein shall prevent JBA from employing such consultants or subcontractors as may be necessary.
3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or JBA.

ARTICLE 9: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the CLIENT and JBA and supersedes all prior negotiations, representations, or agreements, either written or oral, for this PROJECT.

ARTICLE 10: GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of Georgia. - End of Appendix A.

APPENDIX B - CHANGE ORDER APPROVAL FORM

Project Number: _____

Project Change Order Number: C.O. # _____

Client:

Dan Davis P.E. | General Manager

Leslie R. Baer | HR Director

Peachtree City Water and Sewer Authority

1127 Highway 74 South, Peachtree City, Georgia

T: 678.552.2106 | F: 678.552.2107 | C: 404.906.7312

Project Location: 1127 Highway 74 South, Peachtree City, Georgia

CHANGE ORDER SCOPE:

This change order includes the following scope of work:

CO#1-

\$ 0.00

Initial _____

CHANGE ORDER(s) ACCEPTED BY:

Client _____ Company _____ Date _____

Signature indicates acceptance of this change order proposal under the terms of the original agreement.

We will proceed with the change order scope upon written approval,

Sincerely,

JL "JEFFERSON" BROWN, NCARB, AIA, ALA, LEED AP BD+C CPBD

JEFFERSON ARCHITECTURE, INC

President