

Peachtree City Water & Sewerage Authority  
Regular Meeting  
Agenda  
Tuesday, March 19, 2024  
8:30 a.m.

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

February 13, 2024 - Regular Meeting Minutes
- IV. Reports
  - A. Authority Members
  - B. General Manager
- V. Pump Station Fall Protection Work Authorization from ISE
- VI. Executive Session – Real Estate, Personnel, Potential Litigation
- VII. 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.







# WORK AUTHORIZATION

## TERMS AND CONDITIONS

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

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

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

**Reimbursable Expenses:** Any expenses that are required beyond those identified under professional services will be billed at the cost incurred.

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

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

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

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

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

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

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

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

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

# WORK AUTHORIZATION

## UNIT RATES – 2024 BILLING RATES Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$265
Principal	\$250
Sr. Project Manager	\$200
Project Manager	\$180
Project Engineer III	\$175
Project Engineer II	\$165
Project Engineer I	\$140
Engineer II	\$135
Engineer I	\$115
Sr. Environmental Scientist	\$155
Environmental Scientist	\$120
Sr. Professional Land Surveyor	\$175
Staff Surveyor	\$135
Survey Crew (1-person)	\$150
Survey Crew (2-person)	\$175
Planner	\$140
Technician III	\$130
Technician II	\$115
Technician I	\$95
Administrative	\$85

# WORK AUTHORIZATION

## PROPOSAL ACCEPTANCE

Description of Services Pump Station Fall Protection  
Project Name Pump Station Fall Protection  
Project Location Peachtree City, Fayette County, Georgia  
Proposal Date February 16, 2024

### FOR PAYMENT OF CHARGES

*Charge Invoice to the Account of:*

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Attention \_\_\_\_\_ Title \_\_\_\_\_

### FOR APPROVAL OF CHARGES (if other than above)

*If the Invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.*

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Attention \_\_\_\_\_ Title \_\_\_\_\_

### PROPERTY OWNER IDENTIFICATION (if other than above)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Attention \_\_\_\_\_ Title \_\_\_\_\_

### PROPOSAL ACCEPTANCE

*The Terms and Conditions of this Proposal, including the Terms on this page and the Proposal contents are:*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Peachtree City Water & Sewerage Authority

*Print or type individual, firm or corporate name*

X

*Signature of authorized representative*

*Print or type name of authorized representative and title*