

To: Scott Langford, P.E.
Company: Town of Tyrone
Address: 950 Senoia Road
Tyrone, Georgia 30290

Date: March 29, 2023
From: Cary Dial, P.E.
Copy to: Scott Thompson, P.E.
File

Project: Manhole Rehabilitation

Background Information:

In 2018, Red Zone Robotics (RZR) evaluated manholes within the Town of Tyrone's (Town) collection system. This included manholes within the Southampton, Rivercrest, and School Complex drainage basins. Each manhole was graded using what appears to be a shortened version of the Manhole Assessment and Certification Program (MACP) protocol, which is an officially recognized standard for grading the condition of a manhole. The assessment was transmitted to the Town in February 2023 for review. The Town provided a detailed spreadsheet of their findings with photographs of select manholes to ISE, desiring a complete review, assessment, and recommendation for which manholes needing rehabilitation and with what method.

After the evaluation, ISE will prepare Construction Drawings, Specifications, and Contract Documents for competitive project bidding. ISE will be available for Bid and Construction Phase assistance as requested.

This Work Authorization (WA) outlines the Scope, Schedule, and Fee associated with this project's design, bid, and construction phases.

Scope of Work:

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

Task 2 –Manhole Evaluation and Rehabilitation Options. There are numerous methods and manufacturers for rehabilitating manholes. Options include chemical grout, cementitious lining, epoxies, polymers, chimney seals, bench repairs, etc. ISE will make recommendations on which manholes and what method of rehabilitation for each. A specification will be developed to ensure only quality manufacturers and contractors are allowed in the competitive bidding process.

Task 3 – Overall Project Drawing. ISE shall prepare a simple drawing that shows the locations of all manholes to be rehabilitated—each manhole to be color coded, indicating the rehabilitation method.

Task 4 –Contract Documents and Technical Specifications. ISE uses Contract Documents developed by the Engineers Joint Contract Documents Committee (EJCDC). These documents involve the participation of more than 15 professional engineering, design, construction, owner, legal, and risk management organizations

WORK AUTHORIZATION

- See more at: <http://www.nspe.org/resources/shop-nspe/ejcdc-contract-documents#sthash.wHuYu9Ps.dpuf>. Documents to include a bid form suitable for various rehabilitation methods on a unit price basis.

For the Technical Specifications, ISE uses the Construction Specifications Institute (CSI) Master Format 2020 specifications. These specifications are based on a six digit – 48 division system. ISE shall provide all the necessary specifications to ensure a successful project. This includes a manhole rehabilitation specification developed from Task 2.

Task 5 – Bid Phase Assistance. ISE will assist Town staff during the competitive bidding process. This includes issuing bid documents, responding to bid phase RFIs, issuing addenda, attending the bid opening, evaluating bids, and making contractor award recommendations—all activities in this phase are to be accomplished jointly with Town staff.

Task 6 – Construction Phase Assistance. ISE will assist Town staff as requested during the construction process. This includes contract administration, shop drawing review, pay request review, site visits, preparation of any change orders, and contract closeout. Again all activities in this phase are to be accomplished jointly with Town staff.

Schedule:

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

Task 2 – Evaluation of Manhole Rehabilitation Options: April 21, 2023

Task 3 – Overall Project Drawing: April 28, 2017

Task 4 – Contract Documents and Technical Specifications: May 9, 2023

Task 5 – Bid Phase Assistance: Provided from conclusion of all tasks above and continuing for a period of approximately 45 days (estimated bidding period).

Task 6 – Construction Phase Assistance: Provided from conclusion of Task 5 and continuing for a period of approximately 120 days (estimated construction period).

Fee Estimate:

| Task No. | Task Name | Contract Amount | Billing Type |
|----------|---|-----------------|---------------------|
| 1 | Project Management | \$3,360 | Lump Sum |
| 2 | Evaluation of Manhole Rehabilitation Options | \$3,760 | Lump Sum |
| 3 | Overall Project Drawing | \$1,720 | Lump Sum |
| 4 | Contract Documents and Technical Specifications | \$3,590 | Lump Sum |
| 5 | Bid Phase Assistance | \$3,440 | Hourly ¹ |
| 6 | Construction Phase Assistance | \$3,560 | Hourly ¹ |
| TOTAL | | \$19,430 | |

¹ – Contract amount given is a not to exceed unless requested by the Town.

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.

If this Work Authorization is acceptable, please sign and return a copy for our records as our notice to proceed.

Authorization:

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

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

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

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, 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. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

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

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

Indemnification: The Client shall indemnify and hold harmless ISE and all of its 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 the Client, anyone directly employed by the Client (except ISE), or anyone for whose acts any of them may be liable.

ISE shall indemnify and hold harmless Client and all of Client'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.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and ISE, the risks have been allocated such that ISE and the Client agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, ISE's or Client's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by written notice by either the Client or ISE should the other fail to perform its obligations

hereunder. In the event of termination, the Client 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 Client for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to ISE. Client 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 client acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Client 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 Client 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 Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client 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 Client 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 Client 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 Client 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 Client 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 Client is fully responsible for and assumes all risks associated with such conditions.

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

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

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

WORK AUTHORIZATION

UNIT RATES – 2023 BILLING RATES

Integrated Science & Engineering, Inc.

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