

## CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road  
Morrow, Georgia 30260

Regular Board Meeting June 7, 2001

Chairman McQueen called the meeting to order at 1:30 p.m.

Present at the meeting were: Chairman, Pete McQueen, Vice Chairman, Lloyd Joiner, Secretary/Treasurer H. Lindy Rogers, Board Members, Marie Barber, Wesley E. Greene, Sr., J. Alan Horton and Robbie Moore, Jr., General Manager, M. Wade Brannan, Deputy Manager, Terry R. Hicks, Department Managers, Richard Calhoun, Frank Conort, Dennis Hammock, Herbert Etheridge, Jr., Guy Pihera and Mike Thomas, Executive Secretary, Patricia Groover, Assistant Manager of Administration, Scott Bailey, Project Manager, Mike Buffington, Contracts and Procurement Administrator, Karen Riser, Administrative Secretary, Dianne Hammock, Human Resources Director, Ed Durham, Information Services Supervisor, Rodney Crowell, GIS Coordinator, Bruce Taylor, Supervisor of the W.J. Hooper WPP, Stephen Tarpley, Trouble Shooter, Rodney Riley, Administrative Secretary, Rhonda Coats. Also present were: Steve Fincher, Fincher & Hecht, L.L.C., Rick Hirsekorn, of CH2M Hill, Chris Wood, of Jim Wood & Associates Public Relations, Marcia Bost, The Clayton Review, David Nordan, Clayton News Daily and Visitor, Curtis Boswell, District III Director for the Georgia Water & Pollution Control Association.

Chairman McQueen called on Rodney Riley, Trouble Shooter in Maintenance & Construction, to give the invocation.

Chairman McQueen called for any omissions or additions to the minutes of the regular and executive board meeting on May 3, 2001 and regular and executive called meeting on May 21, 2001, hearing none the minutes stand approved as presented.

Financial and Statistical Report: Chairman McQueen called on Frank Conort, Manager of Administration, who presented the monthly financial and statistical report. This report was received for information.

Mr. Conort called on Scott Bailey, Assistant Manager of Administration, to give the Board additional information on the Authority's financial trend analysis. Mr. Bailey discussed the information shown on the graphs and charts listed below which were distributed to Board members. Actual FY 2001 Operating Revenues vs. Operating Expenses, Operating Revenues vs. Actual Revenues Through April, Operating Expenses vs. Actual Expenses Through April and an informational chart titled Actual FY 2001 Revenues vs. Expenses by Month. There was discussion concerning this information.



Automatic Draft	Provided	Provided	Provided	Provided	Provided	Provided
Inter/Intrabank Transfers	Provided	Provided	Provided	Provided	Provided	Provided
Account Reconciliation	Provided	Provided	Provided	Provided	Provided	Provided
Funds Collateralized	Pre State	Pre State	Pre State	Pre State	Pre State	Pre State
Electronic Billing	Provided	Provided	Provided	Provided	Provided	Provided
Investment Program	Provided	Provided	Provided	Provided	Provided	Provided
Encode Checks	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
Automatic Redeposit	Provided	Provided	Provided	Provided	Provided	Provided
EFT's Identified	Provided	Provided	Provided	Provided	Provided	Provided

Regular Board Meeting  
June 7, 2001  
Page Three

3Year Proposal	Accepted	Accepted	Accepted	Accepted	Accepted	Accepted
Accessibility	Accessible	Accessible	Accessible	Accessible	Accessible	Accessible
One Contact	Provided	Provided	3 Personnel	Provided	Provided	Provided
Pricing	91-T bill + 10 basis points \$750,000 minimum non-interest.	Prime rate less 3% no sweep of funds.	10% Retainage to establish earnings credit. Earning credit equals fees.	Federal funds rate less .15% no sweep.	90 Day treasury on account balance less 10% retainage	90-Day treasury on account balance. No sweep of funds.

Upon Motion by Lindy Rogers and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve the recommendation that Tucker Federal Bank be used for the Authority's banking needs.

Shoal Creek (Inman Road) Wetlands Design Task Order Amendment: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who gave the Board information on the overall status of the CH2M Hill task orders. Mr. Thomas gave an informational slide presentation on the CH2M Hill task orders that were previously approved by the Board. Mr. Thomas stated that this information is to let Board Members know the status of the Authority's budget concerning these task orders. Mr. Thomas gave an informational slide presentation concerning the Shoal Creek Wetlands Design Task Order Amendment and discussed the following information that was distributed to Board Members. There was discussion with questions concerning this information. Mr. Thomas answered questions and gave additional information.

#### **SHOAL CREEK (INMAN RD.) WETLANDS DESIGN TASK ORDER AMENDMENT**

This Task Order included the development of the conceptual design, the design development report and detailed design documents for over 100 acres of graded site including 22 wetland cells, submersible pump station, electrical/storage building with composting toilet, splitter box, primary and emergency control structures, roads, 3,200 ft. of force main, wetland planting details and erosion control plans. CCWA staff requested that the electrical and storage building with composting toilet be added because of the remote location of the site. Although, CCWA staff are designing the force main from the site to the Shoal Creek reservoir; CH2M Hill

conducted a surge analysis of a force main from the site to the Shoal Creek reservoir to insure the pump station was adequately designed. CH2M Hill staff also worked with CCWA to pre-qualify contractors for this unique project. This additional work was not originally budgeted, however, CH2M Hill agreed to cover the pre-qualification of contractors at their own cost.

**Project Managers:**

- CH2M Hill, Engineers – Brad Inman
- Clayton County Water Authority – Mike Thomas

**Original Task Order Amount:** \$467,882.

Regular Board Meeting

June 7, 2001

Page Four

**Task Order Budget Proposal:** \$25,594.

**Funding:** Series 2000 Bond Issue

<b>TASK ORDER</b>	<b>TASK ORDER BUDGET</b>	<b>AMOUNT EXPENDED</b>
Water System Modeling	\$275,000	\$259,942
Information Systems (FY2001) – TOTAL	\$829,000	\$154,012
Wide Area Network	\$150,000	\$62,408
ERP	\$376,000	\$83,950
Time & Attendance	\$73,000	\$3,312
Project Management	\$50,000	\$44,108
Geographic Information Systems	\$180,000	\$125,688
Preliminary Design for Advanced Disinfection	\$368,000	\$101,496
Preliminary Design for SCADA	\$250,000	\$45,588

Upon Motion by Lloyd Joiner and seconded by Marie Barber it was unanimously

RESOLVED: to approve the Shoal Creek (Inman Rd.) Wetlands Design Task Order Amendment in the amount of twenty five thousand five hundred ninety four dollars (\$25,594).

Chairman McQueen thanked Mr. Thomas for his professional presentation and stated that Mr. Thomas is an asset to the Authority and has saved the Authority a considerable amount of money.

Advanced Disinfection Detailed Design Task Order: Chairman McQueen called on Mike Buffington, Program Manager, who stated that one of the Authority's master plan projects is advanced disinfection for the Authority's three water production plants. Mr. Buffington gave an informational slide presentation on the Advanced Disinfection Detailed Design Task Order BO-00-13 and discussed the following information that was

distributed to Board Members. There was discussion with questions concerning this information. Mr. Buffington answered questions and gave additional information.

### **ADVANCED DISINFECTION FACILITIES DETAILED DESIGN**

This Task Order includes services provided by CH2M Hill to complete detailed design and preparation of construction documents for Advanced Disinfection Facilities for W.J. Hooper WPP, J. W. Smith WPP and Freeman Road WPP. Bid phase services will also be provided including advertisement for bids, conducting bid opening, making recommendation of award of a construction contract and preparation of contract documents.

Advanced disinfection will be used as an additional pathogen barrier since each plant will receive a portion of its raw water from indirect reuse of wastewater through constructed

Regular Board Meeting  
June 7, 2001  
Page Five

wetlands and land treatment systems. Chlorine will continue to be used to maintain a residual in the distribution system.

Under a separate task order covering equipment evaluation and preliminary design, ultraviolet (UV) equipment was selected to provide the additional disinfection. This task order will include detailed design and preparation of contract documents based on the selected equipment.

#### **Project Managers:**

- CH2M Hill, Engineers – George Ajy
- Clayton County Water Authority – Mike Buffington

**Task Order Budget Proposal:** \$780,000.

**Funding:** Series 2000 Bond Issue

#### **TASK ORDER BO-00-13**

This attachment is to the AGREEMENT between CH2M HILL, INC., (“ENGINEER”), and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for a PROJECT generally described as *Design of UV Advanced Disinfection Facilities*.

The purpose of this Task Order is the detailed design and bidding of the UV advanced disinfection facilities at the W.J. Hooper, J.W. Smith and Freeman Road Water Production Plants (WPPs). Design of the UV facilities will be in accordance with Technical Memorandums (TM) - 1 “Advanced Disinfection Alternatives Evaluation” and TM – 2 “UV Disinfection System Design Definition” Dated January 2001, and the recently completed UV equipment proposals submitted to the ENGINEER and The OWNER on June 1, 2001.

#### **ARTICLE 1. SCOPE OF SERVICES**

ENGINEER agrees to furnish OWNER the following services:

#### **PROJECT DESCRIPTION**

1. The UV proposed facilities at the WPPs are described in detail in TM-2 referenced above and in Attachment "A".
2. The UV facility at the W.J. Hooper WPP will consist of four UV chambers with a firm capacity of 25 mgd. The Facility will be located adjacent to the above ground storage tanks and as shown in TM-2 referenced above. The facility will be located above ground and will be used to house all of the mechanical and electrical equipment. A list of components of the proposed facility and associated yard piping is provided in Exhibit "A".
3. UV facility at the J.W. Smith WPP will consist of three reactors with a firm capacity of 12 mgd. The Facility will be located between the sedimentation basin and the clearwell or to the west of the clearwell, as shown in TM-2 referenced above. The facility will be located below ground and will be used to house all of the mechanical equipment. An above ground extension will be provided to house the electrical equipment. A list of components of the proposed facility and associated yard piping is provided in Exhibit "A".
4. UV facility at the Freeman Road WPP will consist of three reactors with a firm capacity of 12 mgd. The UV facility will be located inside the existing process room. A new building will be constructed to the south of the process building to house the electrical equipment only. A list

Regular Board Meeting

June 7, 2001

Page Six

of components of the proposed facility and associated yard piping is provided in Exhibit "A".

#### **PROJECT PHASES PROVIDED BY THE ENGINEER**

1. Design Development
2. Preparation of Construction Contract Documents
3. Services related to advertisement and award of a construction contract

#### **DESIGN DEVELOPMENT DELIVERABLES**

1. Design development phase will be based on: the preliminary schematic design work that has already been completed in TMs 1 and 2 referenced above, equipment proposals received on June 1, 2001, and selected equipment.
2. Process/Mechanical drawings including piping, valves, UV reactors, and other mechanical equipment for the UV Facilities described above.
3. Process and Instrumentation Diagrams.
4. Process Control Narratives and loop descriptions.
5. Architectural floor plans, sections and elevations.
6. Electrical MCC diagrams.
7. Draft building services equipment and ductwork for each UV Facility.
8. Site development drawings including grading, piping, drainage and electrical duct banks.
9. List of technical specifications to be prepared in the contract documents phase for all disciplines.
10. Design development deliverables will be available for review by the OWNER staff on a monthly basis and at the completion of the design development phase.

#### **CONTRACT DOCUMENT DELIVERABLES**

1. Design drawings defining the work for bidding and construction under one construction contract for all three WPPs.
2. Specifications and procedural documents based on CH2M HILL master documents.

3. Revised estimate of construction cost.
4. Documents in preparation will be available for review by the ONWER on a monthly basis and at the end of the Contract Document Phase. Final documents will be submitted to CCWA for review and to the Georgia EPD for permit to construct. Documents will be signed and sealed as required by the statutes of the State of Georgia.

### **DESIGN ASSUMPTIONS**

1. The design work on this project will be completed in fiscal year 2001.
2. Review submittals will consist of work plan 50% design (design development) and 90% (construction document development).
3. CH2M HILL master specifications will be used as the basis for all specifications, including General Conditions, Supplemental Conditions, Division 1, and all technical sections in Divisions 2 through 16.
4. No equipment pre-purchase will be required.
5. The drawings will follow CH2M HILL CAE/CAD standards. 3D models will be created with MicroStation and MicroStation's engineering configuration products or equal.
6. Reproducible copies of all existing plant construction drawings will be provided by the OWNER. These drawings are considered record drawings and, as such can be relied upon to be accurate for design purposes.

### Regular Board Meeting

June 7, 2001

Page Seven

7. Any investigation and remediation of possible hazardous waste, wetlands investigation or mitigation, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
8. A topographic survey of the existing facilities and site will be required. Legal, easement, or plat surveys will not be required for any of the sites.
9. CH2M HILL will use the information provided on record drawings to develop the existing site utility drawings. Use of a utility firm to locate existing underground utilities, duct banks and site piping in the area of the work will be an additional cost.
10. Civil site work plans will be provided only for areas of the site involving significant disturbance to the existing grading. Site drawings will only be prepared for those sectors in the plant where new facilities are to be constructed.
11. A separate landscaping plan will not be prepared. Landscaping will include seeding, sodding and shrubs, as noted in civil plans.
12. Only portions of the existing plant roadways that are disturbed by construction activities will be re-paved. Roadway profile drawings are not required.
13. Building architecture (materials, construction) will be similar to existing buildings.
14. The adequacy of the existing primary power supply to handle any new loads will be evaluated as part of the design. If required additional breakers will not fit into existing switch boards or other primary power supply modifications are needed, the effort to complete the associated design will be added by a change to this scope and fee.
15. The existing secondary or emergency electrical power supply system is adequate to handle anticipated new loads. A UPS will be provided instead of additional secondary or emergency power.
16. Point-to-point wiring diagrams are not necessary, and will not be provided.
17. 5 copies of 11 X 17 drawings will be provided for each internal review by the OWNER.

18. The final construction contract deliverables will consist of 10 copies of 11 X 17 drawings, 10 copies of full size drawings and 10 copies of 8½ X 11 legal and technical specifications for OWNER'S use
19. Provide electronic copy of the final design drawings in an AutoCAD format.

### **BID PHASE**

Bid phase services include preparation of advertisement for bids, responding to bidder inquiries, providing written clarifications and addenda as required, attending bid opening and recommending award of the construction contract to CCWA. If for any reason, bids are not awarded, additional bid phase services will require amendment to this task order. Printing of contract documents will be done by the ENGINEER and the costs charged to bidders and suppliers.

### **BID PHASE ASSUMPTIONS**

1. Prospective bidders will be pre-qualified by the OWNER. If a prospective bidder protests the OWNER's pre-qualification decision and additional assistance is required of ENGINEER, it shall constitute a change of scope.
2. ENGINEER will distribute the bid documents.
3. ENGINEER will conduct and document one Pre-bid Conference at the project site or OWNER's office.
4. The two lowest bids and supporting documentation will be evaluated. ENGINEER will prepare a letter documenting the results of this evaluation and recommendation for award of the construction contract. ENGINEER will assist the OWNER's staff in presenting the recommendation for award to the governing body.

Regular Board Meeting

June 7, 2001

Page Eight

5. ENGINEER will prepare 5 sets of conformed contract documents for execution by the OWNER and CONTRACTOR.

### **PERMITTING**

The ENGINEER will prepare a Design Development Report and drawings and submit to the GAEPD for review and approval. Final regulatory approval for the UV disinfection system will not be received until full-scale validation testing has been completed. Validation testing is not part of this permitting effort. Drawings and specifications will be prepared by the ENGINEER and submitted by the OWNER for application for local building permits.

### **ARTICLE 2. COMPENSATION**

Compensation by OWNER to ENGINEER will be as follows:

Work will be performed based on a lump sum fee of \$780,000.

Payment will be due to the ENGINEER based on an assessment of current project status based by the CCWA program manager that work is progressing as planned. This determination will be made at monthly meetings and additionally as requested by the OWNER.

### **ARTICLE 3. INSURANCE**

The insurance coverage required for this "Task Order" is shown on the attached insurance exhibit B.



**OTHER PROVISIONS**

The following provisions shall apply to this Task Order:

**SCHEDULE:**

ENGINEER will begin this scope of work as soon as authorized by the OWNER.

Design will start June 11, 2001 and be submitted to the OWNER on July 27, 2001.

Contract Documents will be completed on or about September 21, 2001 and submitted to OWNER.

Advertisement for bids will be as scheduled by the OWNER during October 2001.

This Task Order will become part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:  
For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

By: \_\_\_\_\_  
Name Title

By: \_\_\_\_\_  
Name Title

For ENGINEER, CH2M HILL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

By: \_\_\_\_\_

Regular Board Meeting  
June 7, 2001  
Page Nine

**EXHIBIT A**  
**Task Order BO-00-13**  
**Design of UV Advanced Disinfection Facilities**

**Preliminary Scope of Work****W.J. Hooper WPP**

- 1) UV Disinfection Equipment System
  - a) 4 UV chambers with intensity sensors and power consumption monitors
  - b) Mobile UV chamber cleaning cart
- 2) UV Disinfection Facility
  - a) One-story brick structure with sloped roof located near storage tanks
  - b) Square footage = approximately 3,500 sf.
  - c) Electrical room included in UV Disinfection Facility
  - d) Building will have rollup door, motorized traveling bridge and crane
- 3) Piping
  - a) 42-inch filtered effluent line to UV Disinfection system (to connect to 42-inch line from transfer pumps)
  - b) 42-inch UV effluent line (to connect to 42-inch line to 1.88-MG tank)
  - c) 36-inch waste line to drain flume
  - d) UV system influent header and effluent header

- e) Four treatment trains
- 4) Mechanical
  - a) Static mixer for validation testing
  - b) Provide chemical mixing on UV effluent line downstream of post-filtration chemical feed points
  - c) Modifications to chemical feed systems
  - d) Two isolation (butterfly) valves and electric actuators per treatment train
  - e) Manual isolation valve for waste line
  - f) Two isolation (butterfly) valves for validation testing loop
  - g) One insertion type magnetic flow meter per treatment train
  - h) Online UV transmittance monitor
  - i) Differential pressure sensors upstream and downstream of the UV chamber to be validated
  - j) Tank, mixer, and metering pump for validation testing
  - k) Facilities for dosing chemical for UV transmittance adjustments during validation testing.
  - l) Sampling taps to monitor MS-2 and add chlorine and de-chlorinating agents
- 5) Electrical and I&C
  - a) Electrical room is ventilated and has climate control and dust control
  - b) 4 Electronic ballast enclosures
  - c) 4 Power distribution enclosures
  - d) 50 kW Un-interruptible Power Supply (UPS)
  - e) 1 System control panel
  - f) Data Highway to PLC and standalone computer in Plant Control Room
- 6) Building Services
  - a) Plumbing for water service for the UV chamber cleaning
  - b) HVAC
- 7) Demolition
  - a) Relocation of post-filtration chemical feed lines to downstream of UV system
  - b) Relocation of 24-inch high service main

### **J.W. Smith WPP**

- 1) UV Disinfection Equipment System

### Regular Board Meeting

June 7, 2001

Page Ten

- a) 3 UV chambers with UV intensity sensors and power consumption monitors
- b) Mobile chamber cleaning cart
- 2) UV Disinfection Facility
  - a) Two-story structure located between clearwell and sedimentation basins.
  - b) UV Disinfection system located on lower level and electrical room located on upper level. The upper level include the electrical area and a mezzanine to allow removal of mechanical equipment at the lower level.
  - c) Aboveground structure will be brick with a sloped roof.
  - d) Include rollup door and motorized traveling bridge and crane
  - e) Square footage = approximately 2,500 sq. ft.
- 3) Piping
  - a) 30-inch filtered effluent line to UV Disinfection system (to connect to 42-inch line from transfer pumps)
  - b) 30-inch UV effluent line (to connect to 42-inch line to 1.88-MG tank)
  - c) 30-inch waste line to gravity sewer
  - d) UV system influent header and effluent header
  - e) Three treatment trains

- a) Install standpipe in clearwell to ensure UV chambers are flooded
- 4) Mechanical
  - a) Static mixer
  - c) Provide chemical mixing on UV effluent line downstream of post-filtration chemical feed points
  - b) Two isolation (butterfly) valves and actuators per treatment train
  - c) One insertion type magnetic flow meter per treatment train
  - d) Online UV transmittance monitor
  - e) Differential pressure sensors upstream and downstream of the UV chambers
  - f) Tank, mixer, and metering pump for validation testing
  - g) Facilities for dosing chemical for UV transmittance adjustments during validation testing.
  - h) Sampling taps to monitor MS-2 and add chlorine and de-chlorinating agents
  - i) Sump pump and drain line
- 5) Electrical and I&C
  - a) Electrical room is ventilated and has climate control and dust control
  - a) 3 Electronic ballast enclosures
  - b) 3 Power distribution enclosures
  - c) 25 kW UPS
  - b) 1 System control panel
  - c) Data Highway to PLC and standalone computer in Plant Control Room
- 6) Building Services
  - a) Plumbing for water service
  - b) HVAC
- 7) Demolition
  - a) Demolition of Post Flash Mix chamber
  - b) Relocation of post-filtration chemical feed points to downstream of UV system

### **Freeman Road WPP**

- 1) UV Disinfection Equipment System (located in process room)
  - a) 3 UV chambers with UV intensity sensors and power consumption monitors
  - b) Mobile chamber cleaning cart
  - c) System control panel

### Regular Board Meeting

June 7, 2001

Page Eleven

- 2) Piping
  - a) 30-inch line to connect filtered effluent line to UV Disinfection system
  - b) 30-inch UV effluent line to connect to filtered effluent line to clearwell
  - c) 30-inch waste line to backwash holding lagoon
  - c) UV system influent header and effluent header
  - d) UV system influent header and effluent header
  - d) Install standpipe in clearwell to ensure UV chambers are flooded
- 3) Mechanical
  - a) Static mixer
  - d) Provide chemical mixing on UV effluent line downstream of post-filtration chemical feed points
  - b) Two isolation (butterfly) valves and actuators per treatment train
  - c) One insertion magnetic flow meter per treatment train
  - d) Online UV transmittance monitor

- e) Differential pressure sensors upstream and downstream of the UV chambers
  - f) Tank, mixer, and metering pump for validation testing
  - g) Facilities for dosing chemical for UV transmittance adjustments during validation testing.
  - h) Sampling taps to monitor MS-2 and add chlorine and dechlorinating agents
- 4) Electrical and I&C
- a) New electrical building constructed south of process building
  - b) Room is ventilated and has climate control and dust control
  - c) 3 Electronic ballast enclosures
  - d) 3 Power distribution enclosures
  - e) 1 System control panel
  - f) 25 kW UPS
  - g) Data Highway to SCADA system
- 5) Building Services
- a) Plumbing for water service
- 6) Demolition
- a) Relocation of post-filtration chemical feed lines to downstream of UV system

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**TASK ORDER BO-00-13**  
**DESIGN OF UV ADVANCED DISINFECTION FACILITIES**

**ENGINEER's Insurance**

The Engineer will maintain throughout the completion of the above and any subsequent task orders in connection with this project and after completion as required in this Exhibit B.

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a "statutory employer" of any of ENGINEER'S employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the Owner as a protected Alternate Employer will be added to the Workers' Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.

Regular Board Meeting

June 7, 2001

Page Twelve

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). The Owner is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Additional Insured endorsement, either form must be acceptable to the Owner. The coverage is primary as to the work of the ENGINEER for the Owner and includes separation of insured's (cross liability). Additional Insured status will be certified to the Owner for a period of five (5) years following completion of the project. The General Liability shall cover claims for injuries to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverage's, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum limit of \$10,000,000 per claim and in the aggregate. The OWNER may increase the limit requirements where in the opinion of the OWNER such increase is desired. The policy shall contain an eight (8) year Extended Reporting Period or the Engineer will furnish the Owner evidence of continuing coverage for that same period of time after completion. The Retroactive date under the policy will predate any work for the Owner. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the OWNER in the event of termination or non-renewal.

The Owner may elect to obtain a PROJECT policy on a primary or excess basis. The Engineer will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Engineer.

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$25,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

(f) The ENGINEER will furnish a Certificate of Insurance to the Owner for coverages (a) Workers' Compensation/Employers Liability; (b) Automobile Liability; (c) Commercial General liability; (d) Professional Liability; and (e) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the Owner in the event, or termination or non-renewal of at least sixty (60) days. The certificates for the Commercial General Liability will also include a copy of the endorsement naming the Owner as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Regular Board Meeting

June 7, 2001

Page Thirteen

Waiver of Subrogation – ENGINEER waives subrogation against Owner as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

Upon Motion by Marie Barber and seconded by Alan Horton it was unanimously

RESOLVED: to approve Task Order BO-00-13 for Advanced Disinfection Detailed Design in the amount of seven hundred eighty thousand dollars (\$780,000).

W.B. Casey Design Update & Task Order Amendment for Demolition: Chairman McQueen called on Mike Buffington, Program Manager, who stated that there are two issues concerning the W.B. Casey WRF project that he would like to present to the Board for their consideration. Mr. Buffington gave an informational slide presentation on the W.B. Casey WRF design update. Mr. Buffington's slide presentation included information on the W.B. Casey WRF, Project Phases, Project Vision, Result of Our Efforts, Administration/Lab Building Color Selections and Southern Natural Gas Encroachment Permit. Mr. Buffington stated that one of the items that he would like to present for the Board's consideration is the Southern Natural Gas Encroachment Permit. Mr. Buffington stated that the Authority has an access road; several force mains and a gravity line that will connect the existing Casey WRF with the new Casey WRF. Mr. Buffington stated that the Authority's access road and force mains go through a right-of-way owned by Southern Natural Gas. Mr. Buffington showed on a map the location of where the Authority's access road and force mains cross the Southern Natural Gas right-of-way. Mr. Buffington stated that Southern Natural Gas has agreed to allow the Authority to cross their right-of-way. Mr. Buffington stated that Southern Natural Gas has executed an Encroachment Permit No. 01-0029. Mr. Buffington stated that this encroachment permit has several requirements which are minimum cover on the pipes, certain pipe materials within the right-of-way and that the Authority maintain an access for Southern Natural Gas. Mr. Buffington stated that he is asking the Board to authorize the General Manager to sign the Southern Natural Gas Encroachment Permit. Mr. Buffington stated that there is no charge to the Authority for this Encroachment Permit. There was discussion with questions concerning this information. Mr. Buffington answered questions and gave additional information. There was discussion concerning the Authority informing the homeowners, who are adjacent to the W.B. Casey WRF, about the Authority's construction plans for the W.B. Casey WRF.

Upon Motion by Robbie Moore and seconded by Lloyd Joiner it was unanimously

RESOLVED: that the General Manager is authorized to sign the Southern Natural Gas Encroachment Permit No. 01-0029 contingent on Mr. Fincher, Counsel for the Authority, approval of the language in the Encroachment Permit.

Regular Board Meeting  
June 7, 2001  
Page Fourteen

Mr. Buffington gave an informational slide presentation on Task Order No. BO-00-08 W.B. Casey WRF Detailed Design Amendment No. 1, which included the following information that was distributed to Board Members. Mr. Buffington stated that he is

requesting that the Board approve this task order amendment in the amount of ninety seven thousand dollars (\$97,000). There was discussion with questions concerning this information and request for additional information concerning the demolition work planned for the R.L. Jackson WRF. Mr. Buffington answered questions and gave additional information.

**W. B. CASEY WRF DESIGN  
TASK ORDER NO. BO-00-08  
AMENDMENT FOR DEMOLITION**

The new Casey WRF is being designed to replace the existing Casey and Jackson WRF's on the recently purchased 66-acre site on Flint River Road adjacent to the existing plant. Design includes the new plant, a raw waste pump station at Casey WRF, a raw waste pump station and force main from Jackson to Casey and a new effluent transfer pump station at the Jackson site. Current construction cost estimates indicate that the new facility may be under budget, therefore, we are requesting that CH2M Hill proceed with preparation of construction documents for demolition of the abandoned facilities at the existing Casey and Jackson WRF's. Up to 50 plan sheets will be required to show the existing structures, pipes, conduits, etc. which need to be removed to a level 3 to 4 feet below ground surface and disposed of. This will allow for other uses of this property, especially at the Jackson site where only a pump station and electrical building will remain.

**Project Managers:**

- CH2M Hill, Engineers – Jim Hawley
- Clayton County Water Authority – Mike Buffington

**Task Order Amendment Budget Proposal:**

Original Task Order Budget:	\$2,950,000
Task Order Amendment:	\$97,000
New Task Order Total Budget:	\$3,047,000

**Funding:** Series 2000 Bond Issue

**TASK ORDER BO-00-08  
AMENDMENT NO. 1  
DESIGN SERVICES FOR DEMOLITION WORK**

The purpose of this Task Order Amendment No. 1 is as follows:

To include detailed design services for demolition of the existing W.B. Casey WRF and R.L. Jackson WRF process facilities into the design documents for the new W.B. Casey Water Reclamation Facilities Expansion and Upgrade Contract Documents. This Task Order Amendment No. 1 constitutes the agreed upon scope of the project and lump sum fee to deliver the work, as described below.

Regular Board Meeting  
June 7, 2001  
Page Fifteen

**ARTICLE 1. SCOPE OF SERVICES**

ENGINEER agrees to furnish OWNER the following services:

**PROJECT DESCRIPTION**

ENGINEER has previously prepared contract documents for the Scope of Services described in the original Task Order BO-00-08. Scope of Services included preparation of contract documents for construction of a new 24 MGD MMADF liquid treatment facility on a 66-acre parcel adjacent to the existing W.B. Casey Water Reclamation Facility (WRF). The new facility will treat influent that currently flows to the existing WRF as well as flows pumped from the existing R.L. Jackson WRF. The existing plants will be removed from service.

Under this Task Order Amendment No. 1, ENGINEER shall prepare design documents for the demolition of the existing W.B. Casey and R.L. Jackson WRF facilities. These documents will be included as a bid alternate within the contract documents for the new liquid treatment facility. The conceptual level construction cost estimate for this demolition work is \$2.5M.

**PROJECT PHASES PROVIDED BY THE ENGINEER**

1. Project Definition
2. Schematic Design
3. Preparation of Construction Contract Documents

**PROJECT DEFINITION DELIVERABLES**

1. Project Definition Workshop. ENGINEER will conduct a workshop with the OWNER to define the specific facilities to be demolished, and OWNER preferences regarding final disposition of sites. It is assumed the workshop will be conducted at the OWNER's headquarters.
2. Project Definition Memorandum. Engineer will prepare a technical memorandum documenting the decisions made in the Project Definition Workshop.

**SCHEMATIC DESIGN DELIVERABLES**

1. Preliminary Site/Civil drawings including proposed grading and drainage, any roads, sidewalks and other site features to remain following completion of demolition. The drawings will be prepared based upon the decisions made at the Project Definition Workshop and documented in the Project Definition Memorandum. The Site/Civil drawings will be presented to the OWNER for review prior to the Schematic Design Freeze Workshop described below.
2. Revised estimate of construction cost.
3. Schematic Design Freeze Workshop. ENGINEER will conduct a workshop to receive comments from the OWNER on the Preliminary Site/Civil drawings.

**CONTRACT DOCUMENT DELIVERABLES**

1. Demolition and Site/Civil construction drawings defining the work for bidding and construction. The construction drawings will be included as bid alternate drawings in the Contract Documents for the new 24 MGD W.B. Casey WRF previously prepared by the ENGINEER and submitted to the OWNER.
2. Specifications and procedural documents based on CH2M HILL master documents. The specifications previously prepared by ENGINEER and included in the Contract



June 7, 2001  
Page Sixteen

Documents for the new 24 MGD W.B. Casey WRF will be modified to include this demolition work as a bid alternate.

- 3. Revised estimate of construction cost.
- 4. Final documents will be submitted to CCWA for review. Documents will be signed and sealed as required by the statutes of the State of Georgia.

**ARTICLE 2. COMPENSATION**

Compensation by OWNER to ENGINEER will be as follows:

The compensation for work under this Task Order Amendment No. 1 will be for a lump sum of \$97,000.

Progress payments will be due monthly based on the ENGINEER'S estimate of completion. The OWNER's program manager will review and approve the progress each month and percentage of lump sum due.

Estimated schedule of payments by month is as follows: June, \$7,000; July, \$80,000; August, \$10,000.

**ARTICLE 3. INSURANCE**

The insurance coverage requirements listed in the original task order are in affect for this Task Order Amendment No. 1.

**SCHEDULE**

ENGINEER will begin this scope of work as soon as authorized by the OWNER.

- 1. The Project Definition Memorandum will be submitted to the OWNER on June 22.
- 2. The Schematic Design Site/Civil drawings will be submitted to the OWNER on July 7.
- 3. The 95% Bid Alternate Contract Documents will be submitted to the OWNER on August 1.
- 4. The Final Bid Alternate Contract Documents will be submitted to the OWNER on August 15.

**EXCLUSIONS AND ASSUMPTIONS**

Stormwater analysis and corresponding permitting work has been specifically excluded from the services in this Task Order Amendment No. 1. It has been assumed that no deliverables to regulatory agencies will be required for the inclusion of plant demolition in the Contract Documents.

Restoration of the pond at the existing W.B. Casey WRF has been specifically excluded from the services in this Task Order Amendment No. 1.

Asbestos and lead survey work has been specifically excluded from the services in this Task Order Amendment No. 1.

This Task Order Amendment No. 1 will become part of the original Task Order and part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

By: \_\_\_\_\_

By: \_\_\_\_\_

Regular Board Meeting  
June 7, 2001  
Page Seventeen

For ENGINEER, CH2M HILL, INC.,

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

By: \_\_\_\_\_

Upon Motion by Lindy Rogers and seconded by Alan Horton it was unanimously

RESOLVED: to approve Task Order BO-00-08 Amendment No. 1 for the W.B. Casey WRF Design Services for Demolition Work in the amount of ninety seven thousand dollars (\$97,000).

Construction Management Task Order & Project Update: Chairman McQueen called on Mike Buffington, Program Manager, who gave an informational slide presentation on the Construction Management Task Order, which included information concerning W.J. Hooper WPP Improvements – Phase 1, Inman Road Constructed Wetlands and Advanced Disinfection for W.J. Hooper, J.W. Smith and Freeman Road WPP. Mr. Buffington discussed the following information that was distributed to Board Members. Mr. Buffington stated that he is requesting that the Board approve Task Order BO-01-02 in the not to exceed amount of six hundred forty seven thousand six hundred thirty nine dollars (\$647,639). There was discussion with questions concerning this information. Mr. Buffington answered questions and gave additional information.

**CONSTRUCTION MANAGEMENT SERVICES  
for the Hooper Phase I Improvements,  
Inman Rd. Wetlands & Advanced Disinfection**

This Task Order includes services provided by CH2M Hill to manage the construction of the following projects:

- 1) Hooper Phase I improvements – this includes the rehabilitation of all filters including replacement of all filter media and the construction of a solids dewatering belt press and building. The construction cost is \$3.9 million.
- 2) Inman Road (Shoal Creek) Constructed Wetlands – this includes the construction of over 50 acres of wetland cells, an effluent pump station and force main. Estimated construction value is \$5.5 million.
- 3) Advanced Disinfection – this involves the addition of ultra-violet disinfection facilities at all three water production plants. Estimated construction value is \$7.4 million.

Construction management services will include review of shop drawings, handling requests for information, review of payment requests and actual field inspection services for quality assurance.

**Project Managers:**

- CH2M Hill, Engineers – Dave Goodyene
- Clayton County Water Authority – Mike Buffington

Regular Board Meeting

June 7, 2001

Page Eighteen

**Task Order Budget Proposal:** \$647,639.

**Funding:** Series 2001 Bond Issue

**TASK ORDER NO. BO-01-02**

This is an attachment to the AGREEMENT between CH2M HILL (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for the project generally described as *Services During Construction for CCWA Inman Road Wetlands, Hooper Filters & Dewatering and Hooper, Smith & Freeman Advanced Disinfection Projects.*

**ARTICLE 1 — SCOPE OF SERVICES**

The scope of services for this Task Order includes:

**1.0 GENERAL**

The ENGINEER will provide Services during Construction (SDC) as defined below. These SDC are intended to assist the OWNER to administer the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor’s work is in substantial compliance with the contract documents, and assist the OWNER in responding to events that occur during the construction. These SDC are based upon the understanding that the OWNER will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. These SDC are also based upon the OWNER executing a contract for construction with the Contractor that is consistent with the ENGINEER’s Agreement and with these SDC, and which provides the requisite authority for the ENGINEER to fulfill its SDC responsibilities.

The ENGINEER’s SDC are based upon the schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDC and the ENGINEER’s compensation for the SDC, and will require an adjustment to the ENGINEER’s compensation.

The ENGINEER will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall ENGINEER be responsible for the Contractor’s failure to perform in accordance with the contract documents.

**2.0 SERVICES DURING THE CONSTRUCTION PHASE**

The ENGINEER will provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

## **2.1 Project Management**

- 2.1.1 Work plan: The ENGINEER will develop a general work plan that defines the ENGINEER's delivery approach, staffing, responsibilities, and project deliverables.

Regular Board Meeting

June 7, 2001

Page Nineteen

- 2.1.2 Reporting: The ENGINEER will keep the OWNER advised of the progress of the construction. This includes submitting monthly progress reports to the OWNER and holding periodic meetings and consultations with the OWNER.

## **2.2 Document Management System and Procedures**

The ENGINEER will establish a system and set of procedures for managing, tracking and storing relevant documents between the Contractor, the ENGINEER and the OWNER produced during the Construction and Closeout phases of the project. The ENGINEER will utilize an appropriate computer based document management system selected by the ENGINEER. Should the OWNER require a specific system, the OWNER will advise the ENGINEER in advance and will compensate the ENGINEER for any additional costs incurred. The ENGINEER will, in coordination with the OWNER, maintain hard copy records, suitably organized, of all relevant documentation.

The ENGINEER will implement procedures for the logging and tracking of relevant correspondence and documents. The ENGINEER will assist the OWNER in monitoring all outstanding decisions, approvals or responses required from the OWNER.

## **2.2 Site Coordination**

- 2.3.1 Pre-Construction Conference: The ENGINEER will attend one pre-construction conference with each Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project.
- 2.3.2 Mobilize On-Site Team: The ENGINEER will mobilize a team on site for the assumed construction duration to provide site coordination, contract administration and monitoring the performance of the Contractor. The on-site team will mobilize in field offices to be provided by the Contractor or OWNER in accordance with the terms of the contract for construction.
- 2.3.3 Communications: The ENGINEER will implement and maintain regular communications with the Contractor during the construction. The ENGINEER will receive and log all communications from the Contractor and will coordinate the communications between the OWNER and Contractor. The ENGINEER will not communicate directly with the Contractor's subcontractors.

- 2.3.4 Project Site Meetings: The ENGINEER will conduct weekly meetings with each Contractor and will prepare the minutes of these meetings.
- 2.3.5 Field Instructions and Orders: The ENGINEER will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

## **2.4 Construction Contract Administration**

- 2.4.1 Permits, Bonds and Insurance: The ENGINEER will verify that the required permits, bonds, and insurance have been submitted by each Contractor.
- 2.4.2 Payments to Contractor:

Regular Board Meeting

June 7, 2001

Page Twenty

- 2.4.2.1 The ENGINEER will receive and review each Contractor's requests for payment. The ENGINEER will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The ENGINEER shall provide recommendations to the OWNER as to the acceptability of the requests. The ENGINEER will advise the OWNER as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.
- 2.4.2.2 Recommendations by the ENGINEER to the OWNER for payment will be based upon the ENGINEER's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that each Contractor has completed the work in exact accordance with the contract for construction; that the ENGINEER has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the OWNER free and clear of liens, claims, security interests, or encumbrances.
- 2.4.2.3 Correspondence and Communications: The ENGINEER will coordinate all written communications among the Contractor, the ENGINEER and the OWNER during the construction. The ENGINEER will prepare written communications to the Contractor and provide recommendations to the OWNER for written communications between the OWNER and the Contractor.

## **2.5 Changes**

- 2.5.1 Minor Variations in the Work: The ENGINEER may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.
- 2.5.2 Coordinate Issuance of Changes: The ENGINEER will assist the OWNER with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services, and shall entitle the ENGINEER to additional compensation for the design services.

The ENGINEER will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. The ENGINEER will assist the OWNER with negotiations of the proposal and, upon approval by the OWNER, prepare final change order documents for execution by the OWNER and Contractor.

- 2.5.3 **Review of Contractor's Requested Changes:** The ENGINEER shall review all Contractor -requested changes to the contract for construction. The ENGINEER will make recommendations to the OWNER regarding the acceptability of the Contractor's request and, upon approval of the OWNER, assist the OWNER in negotiations of the requested change. Upon agreement and approval, the ENGINEER will prepare final change order documents.

Design and engineering services of the ENGINEER to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall

Regular Board Meeting

June 7, 2001

Page Twenty-one

be considered as Additional Services, entitling the ENGINEER to additional compensation.

- 2.5.4 **Change Order Reports:** The ENGINEER will provide periodic reports to the OWNER about the status of Change Orders. The report shall include issued Change Orders, pending change orders, and change order amounts.

**2.6 Interpretations of Contract Documents**

The ENGINEER will provide written responses to the Contractor's request for interpretation or clarification of the contract documents.

**2.7 As Built Documents**

The ENGINEER will coordinate the Contractor's submittal of as-built drawings, specifications and other as-built or record documents and shall transmit these to the OWNER. The ENGINEER will meet with the Contractor as necessary to discuss the preparation and submittal of as-built or record drawings.

**2.8 Claims and Disputes**

The ENGINEER will receive, log, and notify the OWNER about all letters and notices from the Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. The ENGINEER will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. The ENGINEER will advise the OWNER regarding the Contractor's compliance with the contract requirements for such claims and disputes. The ENGINEER will assist the OWNER in discussions with the Contractor to resolve claims and disputes.

The ENGINEER will not issue decisions on Contractor claims or disputes. The ENGINEER will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

**2.9 Project Controls**

2.9.1 Contractor's Schedule Submittal: The ENGINEER will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. The ENGINEER will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. The ENGINEER will provide comments to the OWNER to assist the OWNER in approving, accepting or taking other action on the contractor's schedule, in accordance with the contract for construction.

The ENGINEER's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

2.9.2 Contractor's Schedule Updates: The ENGINEER will review the Contractor's periodic schedule updates or other schedule submissions. The ENGINEER will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. The ENGINEER will provide comments to the OWNER regarding the updates or other submissions.

Regular Board Meeting

June 7, 2001

Page Twenty-two

2.9.3 Effect of Change Orders: The ENGINEER will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. The ENGINEER will advise the OWNER as to the potential impact of proposed or issued Change Orders. The ENGINEER will assist the OWNER in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

2.9.4 Periodic Reports: The ENGINEER will provide periodic reports to the OWNER as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction.

## **2.10 Field Inspection**

2.10.1 Field Office: The ENGINEER will staff a field office on the project site for purposes of providing inspectors to observe the work of the Contractor.

2.10.2 Independent Testing, Inspection and Survey Services: The OWNER will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. The ENGINEER will assist in coordinating OWNER provided testing, inspection and survey services. The ENGINEER will review the reports and other information prepared by the independent firms that are provided to the OWNER. The ENGINEER will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and/or the OWNER. The ENGINEER shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

2.10.3 Review of Work: The ENGINEER will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the

contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. The ENGINEER will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations.

The ENGINEER's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the OWNER.

The ENGINEER's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. The ENGINEER does not guarantee the performance of the Contractor. The ENGINEER's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and the ENGINEER shall not assume liability in any respect for the construction of the project. The ENGINEER shall, with the assistance of the OWNER, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.

- 2.10.4 Deficient and Non-conforming Work: Should the ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the ENGINEER will bring this to the attention of the Contractor and the OWNER. The ENGINEER will thereupon monitor the Contractor's corrective actions and shall advise the OWNER as to the acceptability of the corrective actions.

Regular Board Meeting

June 7, 2001

Page Twenty-three

- 2.10.5 Design Team Visits: The ENGINEER will coordinate visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the OWNER.
- 2.10.6 Factory and Off-Site Tests and Inspections: The ENGINEER will coordinate tests and inspections of work, materials and equipment for the project at off-site facilities and suppliers, as specified in the contract for construction.
- 2.10.7 Performance and Witness Testing: The ENGINEER will attend and witness field and factory performance tests as specified in the contract for construction and the ENGINEER contract scope.
- 2.10.8 Regulatory and Third Party Testing and Inspections: The ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.
- 2.10.9 Subsurface and Physical Conditions: Whenever the Contractor notifies the ENGINEER or OWNER of subsurface or physical conditions at the site which the contract for construction provides should be so notified, the ENGINEER will advise the OWNER and inspect the conditions at the site. The ENGINEER will advise the OWNER as to the appropriate action(s), and will assist the OWNER in responding to the Contractor. Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.
- 2.10.10 Substantial and Final Completion: The ENGINEER will assist the OWNER with inspections at substantial and final completion, in accordance with the contract for



construction. The ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. The ENGINEER shall make recommendations to the OWNER regarding acceptance of the work based upon the results of the final inspection.

2.10.11 Specialty Inspections: The ENGINEER and OWNER will agree as part of the ENGINEER's scope of work any specialty inspections or testing services that the OWNER requires from the ENGINEER for the work. The ENGINEER shall perform the agreed specialty inspections and testing in accordance with the contract for construction.

## **2.11 Shop Drawings, Samples and Submittals**

2.11.1 Submittal Schedule: The ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

2.11.2 Review of Shop Drawings, Samples and Submittals: The ENGINEER will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. The ENGINEER will log and track all shop drawings, samples and submittals.

Regular Board Meeting

June 7, 2001

Page Twenty-four

The ENGINEER and design team's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

2.11.3 Scope of Review: The ENGINEER's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of the ENGINEER and design team, the ENGINEER shall be entitled to additional compensation.

## **2.12 Design Clarifications**

2.12.1 Requests for Information: The ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. The ENGINEER will coordinate such review with the design team and with the OWNER as appropriate. The ENGINEER will coordinate and issue responses to the requests. The ENGINEER will log and track the Contractor's requests.

2.12.2 Proposed Substitutions: The ENGINEER will assist the OWNER in reviewing and responding to the Contractor's requests for substitution of materials and equipment. The ENGINEER will review such requests and will advise the OWNER as to the acceptability of such substitutions.

## **2.13 Safety**

- 2.13.1 The ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- 2.13.2 The ENGINEER will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. The ENGINEER will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose the ENGINEER staff, or staff of the ENGINEER subcontractors, to unsafe conditions.
- 2.13.3 The ENGINEER will notify affected personnel of any site conditions posing an imminent danger to them, which the ENGINEER observes.
- 2.13.4 The ENGINEER is not responsible for health or safety precautions of construction workers. The ENGINEER is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

## **3.0 SERVICES DURING THE CLOSE-OUT PHASE**

The ENGINEER will assist the OWNER in closing out the contract for construction and commencement of the OWNER's use of the completed work. The ENGINEER's services shall include the following.

Regular Board Meeting

June 7, 2001

Page Twenty-five

### **3.1 Substantial Completion**

- 3.1.1 The ENGINEER will assist the OWNER in issuing documents for substantial completion and acceptance of the work. The ENGINEER will advise the OWNER on payment, and partial release of retention.

### **3.2 Final Completion**

- 3.2.1 The ENGINEER will assist the OWNER in issuing documents for final completion and acceptance of the work. The ENGINEER will advise the OWNER on final payment, release of retention, and release of insurance and bonds.

## **ASSUMPTIONS**

The scope of work outlined above is based on the following assumptions:

1. The construction period for each project is based on the schedule dated 30 Dec 99 and is assumed as follows:
  - Inman Road Wetlands – 01 Sept 01 through 01 Jul 02 (10 Months)
  - Hooper Filters and Dewatering – 01 Jul 01 through 01 May 02 (8 months)

- Hooper, Smith and Freeman Advanced Disinfection – 11 Nov 01 through 11 Jun 02 (7 months)
2. The project will be constructed under three or as many as five construction contracts.
  3. The CONTRACTOR will provide a field office structure, furniture, telephone, facsimile, and computer equipment, and security services for resident ENGINEER staff. The CONTRACTOR will pay monthly utility, telephone, and cleaning charges.
  4. The OWNER will not be providing pre-purchased equipment or materials.
  5. The ENGINEER will attend one pre-construction meeting per construction contract with the OWNER, CONTRACTOR and other interested parties in the OWNER's office or at the project site.
  6. Weekly construction progress meetings will be attended at the project site. The ENGINEER will have one person attend each meeting.
  7. The number of original submittals and re-submittals for each project is as follows:
    - Inman Road Wetlands – 65 submittals and 20 re-submittals.
    - Hooper Filters and Dewatering – 106 submittals and 12 re-submittals.
    - Hooper, Smith and Freeman Advanced Disinfection – 38 submittals and 19 re-submittals.
  8. The ENGINEER will review one baseline construction schedule and one updated monthly schedule for each project.
  9. Requests for Interpretation from the CONTRACTOR will be reviewed and responded to as follows:
    - Inman Road Wetlands – 125 RFI's and 25 Clarifications.
    - Hooper Filters and Dewatering – 100 RFI's and 10 Clarifications.
    - Hooper, Smith and Freeman Advanced Disinfection – 110 RFI's and 30 Clarifications.

### Regular Board Meeting

June 7, 2001

Page Twenty-six

10. The ENGINEER will review one contractors' monthly pay request per project.
11. The ENGINEER will not provide surveying to provide baseline control for construction.
12. The ENGINEER will not prepare a Plan of Operations for startup and operation of the project.
13. Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the CONTRACTOR or OWNER would be additional costs.
14. Any claims resolution or litigation assistance requested of the ENGINEER will constitute a change in scope.

### **ARTICLE 2 — COMPENSATION**

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in Attachment B. Compensation shall be cost-reimbursable-per diem (time and

expenses), with a maximum, not to exceed amount of \$647,639 without written approval from the OWNER.

**ARTICLE 3 — SCHEDULE**

The construction period for each project is assumed to be as follows:

- Inman Road Wetlands – 01 Sept 01 through 01 Jul 02 (10 Months)
- Hooper Filters and Dewatering – 01 Jul 01 through 01 May 02 (8 months)
- Hooper, Smith and Freeman Advanced Disinfection – 11 Nov 01 through 11 Jun 02 (7 months)

**ARTICLE 4 — INSURANCE**

The insurance coverage required for this “Task Order” is shown on the attached insurance Exhibit A.

This Task Order will become part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

By: \_\_\_\_\_  
Name Title

For ENGINEER, CH2M HILL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

By: \_\_\_\_\_  
Name Title

**EXHIBIT A  
INSURANCE REQUIREMENTS  
TASK ORDER B0-01-02  
SERVICES DURING CONSTRUCTION FOR INMAN ROAD WETLANDS,  
HOOPER FILTERS & DEWATERING, AND  
HOOPER, SMITH & FREEMAN ADVANCED DISINFECTION PROJECTS**

Regular Board Meeting  
June 7, 2001  
Page Twenty-seven

**ENGINEER's Insurance**

The Engineer will maintain throughout the completion of the above and any subsequent task orders in connection with this project and after completion as required in this Exhibit A.

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a “statutory employer” of any of ENGINEER'S employees, agents or subcontractors. “An Alternate Employer Endorsement” naming the Owner as a protected Alternate Employer will be added to the Workers' Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). The Owner is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Additional Insured endorsement, either form must be acceptable to the Owner. The coverage is primary as to the work of the ENGINEER for the Owner and includes separation of insured's (cross liability). Additional Insured status will be certified to the Owner for a period of five (5) years following completion of the project. The General Liability shall cover claims for injuries to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverage's, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum limit of \$10,000,000 per claim and in the aggregate. The OWNER may increase the limit requirements where in the opinion of the OWNER such increase is desired. The policy shall contain an eight (8) year Extended Reporting Period or the Engineer will furnish the Owner evidence of continuing coverage for that same period of time after completion. The Retroactive date under the policy will predate any work for the Owner. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the OWNER in the event of termination or non-renewal.

Regular Board Meeting

June 7, 2001

Page Twenty-eight

The Owner may elect to obtain a PROJECT policy on a primary or excess basis. The Engineer will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Engineer.

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$25,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

(f) The ENGINEER will furnish a Certificate of Insurance to the Owner for coverage's (a) Workers' Compensation/Employers Liability; (b) Automobile Liability; (c) Commercial General liability; (d) Professional Liability; and (e) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the Owner in the event, or termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the Owner as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation – ENGINEER waives subrogation against Owner as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

Upon Motion by Lindy Rogers and seconded by Marie Barber it was unanimously

RESOLVED: to approve Task Order BO-01-02 for Construction Management Services for the W.J. Hooper Phase 1 Improvements, Inman Road Wetlands & Advanced Disinfection in the not to exceed amount of six hundred forty seven thousand six hundred thirty nine dollars (\$647,639).

Conley Creek Outfall Cleaning and Televising: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who stated that the Authority received bids for the Conley Creek outfall cleaning & televising. Mr. Thomas gave an informational slide presentation, which included the following information that was distributed to Board Members. Mr. Thomas showed on a map the location of the Conley Creek outfall. Mr. Thomas stated that there is a discrepancy in the low bid amount and the other bids. Mr. Thomas stated that this caused him some concern and that he contacted Continental Pipe Services who submitted the low bid. Mr. Thomas stated that he examined the equipment that Continental Pipe Services would be using to do the outfall cleaning and televising. Mr. Thomas gave the Board information concerning this equipment and stated that this equipment was very old and poorly maintained. Mr. Thomas stated that the owner of Continental Pipe Services informed

Regular Board Meeting

June 7, 2001

Page Twenty-nine

him that he needed the work and that was the reason that his bid was so low. Mr. Thomas stated that Continental Pipe Services did not submit the proper bid bond or certified check as required in the specifications. Mr. Thomas stated that after discussion with the owner of Continental Pipe Services it was agreed that he would send the Authority a letter withdrawing his bid. Mr. Thomas stated that he also went and looked

at the equipment of the second low bidder Southeast Pipe Survey, Inc. Mr. Thomas stated that this company had new equipment and was a very professional operation. Mr. Thomas stated that it is his recommendation to accept the second low bid from Southeast Pipe Survey, Inc. in the amount of one hundred twenty thousand dollars (\$120,000). There was discussion concerning Mr. Thomas following through with obtaining a bid withdrawal letter from Continental Pipe Services.

Clayton County Water Authority  
Conley Creek Outfall Cleaning & Televising  
Bid Tabulation Sheet - May 2001

Outfall cleaning and televising is a routine maintenance function to insure our major sewer trunk lines remain open at full capacity and to insure that we minimize inflow and infiltration of storm runoff and groundwater. The Conley Creek outfall was selected because we have had significant peak wet weather flows in this line and it flows to a DeKalb County facility. DeKalb County bills us for treatment of this sewage, so it would be beneficial to minimize flows and resultant sewer service costs. The information from the televising project will be used to identify pipe sections, which need to be repaired to prevent infiltration, inflow and stoppages. This work is funded by the 2001 Bond Series.

BIDDERS	CLEANING	TELEVISIONING	TOTAL BID
<b>Continental Pipe Services</b> 850 Atlanta Road Marietta, GA 30060	\$0.90/l.f. \$27,000.00	\$0.90/l.f. \$27,000.00	\$54,000.00
<b>Augusta Industrial Service</b> P.O. Box 6785 Augusta, GA 30916	No Bid	No Bid	No Bid
<b>Enviroquip, Inc.</b> P.O. Box 1343 Forest Park, GA 30051	No Bid	No Bid	No Bid
<b>Ray Myers &amp; Associates</b> 101 Hazelwood Drive Hazelgreen, AL 35750	No Bid	No Bid	No Bid
<b>Beacon Construction</b> 331 Peachtree Street Muscle Shoals, AL 35661	\$7.90/l.f. \$237,000.00	\$1.50/l.f. \$45,000.00	\$282,000.00
<b>Southeast Pipe Survey, Inc.</b> P.O. Box 477 Patterson, GA 31557	\$2.50/l.f. \$75,000.00	\$1.50/l.f. \$45,000.00	\$120,000.00
<b>The Jet King</b> P.O. Box 416 Mableton, GA 30126	\$3.00/l.f. \$90,000.00	\$2.00/l.f. \$60,000.00	\$150,000.00

Regular Board Meeting  
June 7, 2001  
Page Thirty

Upon Motion by Lloyd Joiner and seconded by Wes Greene it was unanimously

RESOLVED: to accept the second low bid from Southeast Pipe Survey, Inc. with a bid price of one hundred twenty thousand dollars (\$120,000) to do the Conley Creek Outfall Cleaning & Televising, contingent upon approval of insurance as required by the specifications and authorize the General Manager to sign the contract document.

GIS Customer Service Analyses: Chairman McQueen called on Bruce Taylor, Geographic Information Systems (GIS) Coordinator, who gave the Board a brief description of a project that the GIS section is working on for the Authority's water and sewer complaint calls. Mr. Taylor gave the Board an informational slide presentation, which included two maps on how GIS is helping the Authority's Maintenance and Construction Department. The title of the first map shown in Mr. Taylor's slide presentation was Water System Customer Request by Category April 2001 – June 6-2001. Mr. Taylor stated that this map shows the locations, using different colored dots, of customers reporting problems or concerns regarding the Authority's water system. The title of the second map shown in Mr. Taylor's slide presentation was Sewer System After Hours Customer Request by Category October 2000 – Present. Mr. Taylor stated that the different colored dots shown on both of these maps indicate the different types of problems that a customer is reporting. Mr. Taylor gave the Board additional information on how this information is beneficial to the Authority in both the water and wastewater systems. Mr. Brannan gave the Board information on how the work that is being created in the GIS section is beneficial to the Authority. There was discussion concerning this information. There was discussion concerning the cause of discoloration in water coming from a water tap at a Clayton County School. Mr. Pihera stated that he would investigate this problem.

Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who distributed copies of the Leak Detection Report for the month of May. Mr. Etheridge discussed the information on the leak detection report and stated that in the month of May the Authority's Leak Detection Department found and repaired nine (9) leaks. Mr. Etheridge stated that this makes a total of seventy-two (72) leaks that were found and repaired this year. Mr. Etheridge stated that these seventy-two (72) repaired water leaks have a possible value of one million sixteen thousand four hundred eight five dollars (\$1,016,485) in unaccounted water loss to the Authority. There was discussion with questions concerning this information and the Authority's unaccounted water loss. Mr. Etheridge and Mr. Pihera answered questions and gave additional information.

Chairman McQueen stated that he would entertain a motion for the Board to go into executive session to discuss personnel matters, acquisition of land and consult with legal counsel.



Upon Motion by Wes Greene and seconded by Lindy Rogers it was unanimously

RESOLVED: that the Board adjourns into executive session, the Board reserved the right to return to the open session.

Chairman McQueen called the regular board meeting back into open session.

It was noted that Mr. Rogers was not present at this session of the meeting.

Mr. Brannan gave the Board information on the Authority's year 2001 deer hunt. Mr. Brannan stated that the Authority would start accepting deer hunt applications on July 9, 2001 with the deer-hunting season starting on September 16, 2001. There was discussion concerning this information.

Mr. Brannan gave the Board a reminder to attend the dinner on Tuesday, June 26<sup>th</sup>, given by the Authority in appreciation of Mr. Lane and Mr. Whitman for their years of service to the Authority's Board.

Mr. Brannan distributed copies of a job salary comparison that was requested by the Board. Mr. Brannan gave the Board information on how this information was obtained and how the job requirements for the Authority's employees differ from other water and wastewater systems. There was discussion concerning this information.

Mr. Brannan gave the Board information on how he and Chris Wood are working together on ways of promoting public awareness concerning the Authority. Mr. Brannan stated that this public awareness information would include information concerning the facilities the Authority has available for public use and the public education programs that the Authority conducts. Mr. Brannan stated that Southlake Mall is one of the places being considered because of the large volume of public exposure. Mr. Brannan stated that Mr. Wood is working with Southlake Mall on the possibility of the Authority having some type of informational cart inside the Mall. There was discussion concerning this information and suggestions on other locations in the county where there would be public exposure.

Mr. Brannan gave the Board information concerning the changes that the Georgia Department of Natural Resources Board made to their regulations on how sewer overflows are reported to the State Environmental Protection Division (EPD). Mr. Brannan stated that the previous regulations required the Authority to report to the State EPD any sewer overflow over 10,000 gallons. Mr. Brannan stated that the new regulations require the Authority to report any sewer overflows that reaches waters of the State of Georgia regardless of the amount of overflow. Mr. Brannan stated that the Authority is also required to call all sources of news media and the health department.

June 7, 2001  
Page Thirty-two

Mr. Brannan gave the Board information on changes to the previous regulations for sewer overflows that are 10,000 gallons or over. There was discussion concerning this information.

Mr. Brannan discussed the information that was distributed to Board Members concerning the Authority's Health Fair and stated that the Health Fair was organized by the Authority's Human Resources Department for employees.

Mr. Brannan gave the Board information concerning the status of the Riverdale lift station. Mr. Brannan stated that the Riverdale lift station would have to be replaced. Mr. Brannan stated that the Authority will advertise for bids to replace this lift station and that he will bring this information to the Board in July or August. There was discussion concerning this information.

Mr. Brannan distributed a draft copy of the Authority's Travel Policy and discussed the information in this travel policy. Mr. Brannan stated that this travel policy was developed by the Authority's Human Resources Department in order to give guidance to the Authority's employees when they are away from the Authority conducting Authority related business. Mr. Hicks gave the Board additional information on how the Authority obtained information that was used in the process of developing the Authority's travel policy. There was discussion concerning this information. Mr. Brannan asked that Board Members read over the draft copy of the Authority's travel policy and give him their comments. Mr. Brannan gave the Board information concerning purchase cards that can be obtained. There was discussion concerning the use of charge cards by the Authority's management team.

Mr. Brannan stated that he would like to make the Board aware of discussion between Clayton and Henry County concerning development in the area surrounding the Clayton County Airport. Mr. Brannan stated that the Authority's new Shoal Creek Reservoir, which is located in Henry County, is in the same area as this possible development. Mr. Brannan stated that the Authority's main concern is that this planned development in no way impacts the quality of water in the Authority's Shoal Creek Reservoir.

There was discussion concerning changing the date of the July 5<sup>th</sup> board meeting to the following Thursday, July 12<sup>th</sup>. It was the decision of the Board that the July 5<sup>th</sup> day for the board meeting not be changed.

Mr. Brannan gave the Board information concerning the Authority's employee health insurance. Mr. Brannan stated that the Authority's health insurance carrier Healthcare Inc. notified the Authority that one of their health care providers, Eagles Landing Family Practice, would no longer be affiliated with their insurance company. Mr. Brannan stated that the loss of the health care providers at Eagles Landing Family

Regular Board Meeting  
June 7, 2001  
Page Thirty-three

Practice, has affected approximately 30% of the Authority employees. Mr. Brannan stated that there is a possibility that the Authority may have to precede with finding another health care provider. Mr. Brannan stated that he would bring information concerning this matter back to the Board. There was discussion concerning this information.

Upon Motion by Wes Greene and seconded by Robbie Moore it was unanimously

RESOLVED: that the regular session board meeting be adjourned.

There being no further business to come before the open meeting the meeting was adjourned.

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Pete McQueen, Chairman

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H. Lindy Rogers, Secretary/Treasurer