

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road
Morrow, Georgia 30260

Regular Board Meeting, April 5, 2007

Chairman, Pete 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, Marie Barber, Board Member, John Chafin. General Manager, P. Michael Thomas, Department Managers, Guy Pihera, Herbert Etheridge, Jim Poff, Teresa Adams and Bruce Taylor, Project Engineer, Mike Buffington, Finance Director, Emory McHugh, Contract & Procurement Administrator, Karen Riser, MIS Director, Rodney Crowell, Human Resources Director, Ed Durham, Stormwater Program Manager, Kevin Osbey, Public Information Officer, Suzanne Brown, and Executive Secretary, Janet Matthews. Also present were: Amy O'Neal and Bruce Irvine of Wachovia Insurance Services, Steve Fincher of Fincher, Denmark & Williams, Dave Goddeyne and Steve Lavinder from CH2M Hill. CCWA employees present were: Steve Nesmith, Jim Quattlebaum, Jon Kendall, David Watts, and Terry Hicks. Deputy Manager, Mike Bennett, and Board members, Wes Greene, John Westervelt and Doug Bonner were not present.

Chairman McQueen called on David Watts to give the invocation.

Election of Officers: Chairman McQueen stated that it was time to elect officers for the Board for the coming year and opened the floor for nominations.

UPON Motion by John Chafin and seconded by Lloyd Joiner it was unanimously

RESOLVED: to elect Pete McQueen, Chairman, Lloyd Joiner, Vice Chairman, and Marie Barber, Secretary/Treasurer for the year 2007.

Approval of Minutes: Chairman McQueen called for any omissions or additions to the Regular and Executive Session Board Meeting minutes of Thursday, March 1, 2007. Hearing none, the minutes were approved as presented.

Financial and Statistical Report: Chairman McQueen called on Emory McHugh, Finance Director, to give our financial report. Mr. McHugh reviewed the financial information that was given to the Board for the ten-month period ending February 28, 2007.

Mr. McHugh reminded the Board that the Called Budget Meeting would be Monday, April 9, 2007 at 9:00 a. m. at the Authority's Smith Community Use Building (CUB) with the same type of format as last year. Mr. McHugh also wanted

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the Board to know that with the start up of the Stormwater Utility in May, he does not have any comparison to work with, so he is asking the Board to help develop the information they may want. The Fixed Assets will not be on the balance sheet for a while, so this will be a step-by-step process.

Board member, John Chafin, asked if interest is charged to those that have Outstanding Revenue Invoices, 90 days or older.

General Manager, Mike Thomas, replied that these invoices usually are eventually collected. A lot of these are for damages to fire hydrants and water lines, and some are contractors that come into the Authority to buy meters.

UPON Motion by John Chafin and seconded by Marie Barber it was unanimously

RESOLVED: to charge interest on outstanding revenue invoices after ninety (90) days at a rate of one and one half percent (1½ %) per month.

Employee Recognition: Mike Thomas, General Manager, stated that we did have a couple of recognitions, but those individuals could not be here today so we will recognize them at the May meeting.

Mr. Thomas wanted to welcome and recognize our new Warehouse Manager, Steve Nesmith. Steve had been with Delta and comes to us with background in Warehouse Management.

Property & Casualty Insurance Renewal: Chairman McQueen called on Karen Riser, Contract & Procurement Administrator, who introduced Bruce Irvine and Amy O'Neal with Wachovia Insurance Services. Ms. Riser reviewed our existing program, coverages and carriers.

Existing Program-Coverage/Carrier

- Property - Chubb
- GL, Auto, Public Entity, EPL, Umbrella - St. Paul Travelers
- Crime – Hartford
- Excess Workers Compensation – Midwest Employers Casualty

Ms. Riser stated that the recommendation today is to maintain coverage with the carriers listed. Chubb has presented the Authority a ten percent (10%) reduction in premium and so has St. Paul Travelers. It is typical that every year the Authority has an increase in exposure. We are also recommending, from our broker, the Regular

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addition of a Corporate Entity Protection Policy. We do maintain a lot of confidential information on customers, and if someone fraudulently used that information we currently do not have any insurance protection. Ms. Riser stated that our current premiums for FY 2006-2007 are \$772,541.

FY 2007-2008 Property & Casualty Insurance Program

The following premiums are proposed for the coming budget year:

- FY 2007-08 Existing Program Proposed Premiums \$770,852
- FY 2007-08 Recommended Program Addition Premium \$ 9,312
- CCWA Staff recommends the binding of the property and insurance coverage in the amount of \$780,164 for the FY 2007-08

Ms. Riser added that with this proposal we have added forty million (\$40,000,000) dollars worth of exposure and also added all the Stormwater operation.

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

RESOLVED: to approve staff's recommendation to bind the property and casualty insurance coverage in the amount of seven hundred eighty thousand one hundred sixty-four dollars (\$780,164) for Property with Chubb; General Liability, Auto, Public Entity, Employers Practice Liability, and Umbrella with St. Paul Travelers, Crime with Hartford, and Excess Workers Compensation with Midwest Employers Casualty.

Waste & Trash Removal Services: Chairman McQueen called on Teresa Adams, Manager of General Services, who stated that the Authority had mailed out seven (7) bid packages and received three (3) responses on the Annual Waste & Trash Removal Services. Staff recommends awarding this contract to the lowest, responsible bidder, United Waste Service, with a bid of thirty-two thousand one hundred sixty-five dollars and seventy-six cents (\$32,165.76) for one year and may be extended for a second and third year by mutual consent by both parties, with no changes to terms or conditions.

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Clayton County Water Authority
 Annual Contract
 Waste and Trash Removal Services
 April 2007

Vendor	Monthly Bid Amount	Total Annual Amount
United Waste Service Austell, GA	\$ 2,680.48	\$32,165.76
Advanced Disposal Services Jackson, GA	\$3,473.00	\$41,676.00
Waste Management Smyrna, GA	\$8,902.33	\$106,827.96
C & C Disposal Fayetteville, GA	No Bid	No Bid
Republic Services Alpharetta, GA	No Bid	No Bid
Earth Products, LLC Peachtree City, GA	No Bid	No Bid
Browning Ferris Industries Atlanta, GA	No Bid	No Bid

Funding Source: Operating Budget

UPON Motion by John Chafin and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve staff recommendation to award this annual contract to the lowest bidder, United Waste Service, with a bid of thirty-two thousand one hundred sixty-five dollars and seventy-six cents (\$32,165.76) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

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Masonry Block Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who presented the Masonry Block Work bid information. Mr. Etheridge stated that block masons generally do not carry the type of insurance that the Authority requires, so we only received one bid for this work. This Masonry Block work is for installation of large meter vaults.

Clayton County Water Authority
 Masonry Block Work
 March 20, 2007
 Bid Opening

Contractor	Bid Amount
Southern Builders 209 Wallis Street Jonesboro, GA 30236	\$79,700.00
C & M Masonry Contractors Group, Inc. 174 Bellamy Place Stockbridge, GA 30281	NO BID
Martin's Masonry, Inc. 5156 E. Fairview Road, S.W. Stockbridge, GA 30281	NO BID
S & W Masonry Construction, Inc. P.O. Box 1345 Forest Park, GA 30298	NO BID
Commercial Masonry Specialist 100 Felton Drive Fayetteville, GA 30214	NO BID
Meadows Masonry 196 W. Mill St Jonesboro, GA 30236	NO BID
Davidson Contracting & Construction 9396 S. Main St. Jonesboro, GA 30236	NO BID
Curb Specialties P.O. Box 80668 Conyers, GA 30013	NO BID
Advanced Masonry Concepts 171 Interlochen Dr. Peachtree City, GA 30269	NO BID
MacArthur Masonry 1609 Malone Ave. Albany, GA 31705	NO BID

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Staff recommends that this annual contract be awarded to Southern Builders, Inc with the option to renew for a 2nd and 3rd year with no changes in terms or conditions.

UPON Motion by Lloyd Joiner and seconded by John Chafin it was unanimously

RESOLVED: to approve staff's recommendation to award this annual contract to Southern Builders for the Masonry Block Work in the bid amount of seventy-nine thousand seven hundred dollars (\$79,700.00) with the option to renew for a 2nd and 3rd year with no changes in terms or conditions, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Asphalt & Concrete Sawing Recommendation: Mr. Etheridge stated that the last time the Authority had bid Asphalt & Concrete Sawing was three (3) years ago. We re-advertised for these services and received four (4) bids.

Clayton County Water Authority
 Asphalt and Concrete Sawing
 March 20, 2007
 Bid Opening

Contractor	Bid Amount	Minimum Bill
Alan's Concrete Cutting Co., Inc. P.O. Box 142220 Fayetteville, GA 30214	\$25,451.50	\$100.00
Dixie Concrete Cutting Co. 5297 Port Blvd.South College Park, GA 30349	\$42,462.00	\$185.00
ABC Concrete Sawing 4864 Clark Howell Highway College Park, GA 30349-6068	\$45,930.00	\$200.00
J&S Concrete Cutting 3554 Meadowridge Dr. Atlanta, GA. 30331	Incomplete Bid	
Garner Concrete Sawing P.O. Box 202 Zebulon, GA 30295	No Bid	
Metro Koring & Supply Attn: Jason Stevens 9878 Main Street, Suite 120 Woodstock, GA 30188	No Bid	

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Recommendation: Staff recommends that approval to use the 3 complete bids in the following order: Alan's Concrete Cutting, Dixie Concrete Cutting, and ABC Concrete Sawing.

This contract is renewable for a 2nd and 3rd year with no changes in Terms or Conditions.

UPON Motion by John Chafin and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve staff's recommendation to use the 3 complete bids in the following order: Alan's Concrete Cutting, Dixie Concrete Cutting, and ABC Concrete Sawing, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Sanitary Sewer & Watermain Annual Repair Recommendation: Mr. Etheridge stated that staff recommends that this contract be awarded to Tom Davidson and Sons with the option to renew this contract for a 2nd and 3rd year at no changes in terms or conditions. This company has been performing under this contract for numerous years.

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Clayton County Water Authority
Bid Tab Comparison
Annual Sanitary Sewer Line Extension & Repairs
March 2007

Equipment	Price Unit	Tom Davidson & Sons	Don Hall Construction
78,000 # Class Excavator	Hourly	\$175.00	\$160.00
52,000 # Class Excavator	Hourly	\$160.00	\$150.00
45,000 # Class Excavator	Hourly	\$140.00	\$150.00
17,000 # Class Excavator	Hourly	\$100.00	\$120.00
Rubber-tired Backhoe/Loader	Hourly	\$60.00	\$120.00
30,000 # Class Rubber-tired Loader	Hourly	\$85.00	\$150.00
30,000 # Class Track Dozier	Hourly	\$75.00	\$150.00
60,000 # Class Track Dozier	Hourly	\$85.00	\$180.00
Dump Truck 33,000 GVW	Hourly	\$40.00	\$120.00
Tandem Dump Truck 65,000 GVW	Hourly	\$65.00	\$150.00
Utility Truck	Hourly	\$25.00	\$150.00
Air Compressor	Daily	\$50.00	\$250.00
Trailer	Daily	\$65.00	\$150.00
Trench Box	Daily	\$100.00	\$150.00
Gravel Box	Daily	\$50.00	\$150.00
Mud Hog Pumps	Daily	\$40.00	\$100.00
Lowboy Service	Daily	\$350.00	\$800.00
Wacker Tamp	Daily	\$25.00	\$100.00
Laser Beam	Daily	\$50.00	\$80.00
Boring Machine (6" to 18")	Daily	\$500.00	\$2,500.00
Dyno Tamp	Daily	\$200.00	\$300.00
Bypass Pump (4" or larger)	Daily	\$500.00	\$800.00
Labor			
Superintendent	Hourly	\$50.00	\$35.00
Foreman	Hourly	\$40.00	\$25.00
Operator	Hourly	\$30.00	\$20.00
Pipe Layer	Hourly	\$25.00	\$15.00
Laborer	Hourly	\$20.00	\$12.00
Other			
Tax & Insurance (%)	Labor	20%	20%
Overhead (%)	Equip & Labor	15%	10%

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**Clayton County Water Authority
 Bid Tab Comparison
 Annual Sanitary Sewer Line Extension and Repairs
 March 2007**

Price Unit	Tom Davidson & Sons	Don Hall Construction
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Bid Evaluation Based on a "typical one-day job" using normal equipment and labor:

Equipment

45,000 # class excavator	8 hours	\$1,120.00	\$1,200.00
Rubber-tired backhoe	8 hours	\$480.00	\$960.00
Dump Truck	8 hours	\$320.00	\$960.00
Utility Truck	8 hours	\$200.00	\$1,200.00
Trailer	1 day	\$65.00	\$150.00
Lowboy Service	1 day	\$350.00	\$800.00
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Total Equipment		\$2,535.00	\$5,270.00
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Labor

Superintendent	8 hours	\$400.00	\$280.00
Foreman	8 hours	\$320.00	\$200.00
Operator	8 hours	\$240.00	\$160.00
Pipe Layer	8 hours	\$200.00	\$120.00
Laborer	8 hours	\$160.00	\$96.00
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Total Labor		\$1,320.00	\$856.00
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Other

Taxes & Insurance on Labor		\$264.00	\$171.20
Overhead on Equipment & Labor		\$617.85	\$629.72
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Total Other		\$881.85	\$800.92
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Grand Total "Typical Job"

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		\$4,736.85	\$6,926.92

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

RESOLVED: to approve staff's recommendation to award the Annual Sanitary Sewer Line Extension & Repairs contract to Tom Davidson and Sons with the option to renew this contract for a 2nd and 3rd year at no changes in terms or conditions at the

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unit price as stated in the bid document, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

U. S. Pipe Price Renewal: Mr. Etheridge stated that scrap prices have been so volatile over the last year and a half that U. S. Pipe has only been able to offer a six (6) month renewal. For the period of May 1, 2007 – October 31, 2007, U.S. Pipe has extended an offer to renew our Annual Contract, based on independently published scrap prices per our contract documents, at an increase of approximately 5.5%. This increase applies to 6” – 24” pipe – prices for 30” and larger pipe remain unchanged. It is staff’s recommendation that we accept this offer to renew the Annual Contract with U.S. Pipe & Foundry for a 6 month period (through October 31, 2007) based on the prices listed in the attached letter.

Clayton County Water Authority
Annual Contract for Ductile Iron Pipe
April 2007

On August 1, 2005, the CCWA entered into a contract with U.S Pipe for providing Ductile Iron Pipe for a 12 month period. At the end of 12 months, the contract could be renewed for an additional 12 months with the provision to increase/decrease the per foot price based on scrap metal prices.

In July 2006, U.S. Pipe reviewed this renewal provision and notified us that they could offer a renewal for 6 months (through January 31, 2007) due to increases in other costs and the instability of scrap prices. This 6 month extension was approved by the CCWA Board of Directors in July 2006.

In early November 2006, we met with U.S Pipe regarding the extension of this contract for an additional 6 months and they agreed to renew immediately for 6 months at a decrease in price of approximately 1.5%. This 6 month extension was approved by the CCWA Board of Directors in December 2006. This renewal will expire on April 30, 2007.

For the period of May 1, 2007 – October 31, 2007, U.S. Pipe has extended an offer to renew our Annual Contract, based on independently published scrap prices per our contract documents, at an increase of approximately 5.5%. This increase applies to 6” – 24” pipe – prices for 30” and larger pipe remain unchanged.

We will have one additional opportunity in October to renew through April 30, 2008, at which time we will have to rebid this contract. When we rebid this contract in April

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2008, we can expect to see a greater increase in price due to rising energy, labor, and other costs involved with the manufacture and shipping of these products that cannot be used as a basis of escalation in the current contract. It is our recommendation that we accept this offer to renew the Annual Contract with U.S. Pipe & Foundry for a 6 month period (through October 31, 2007) based on the prices listed in the attached letter.

United States Pipe and Foundry Company

3300 First Avenue North Zip 35222
Post Office Box 10406
Birmingham, Alabama 35202

Joe LaRock
Southern Sales

Telephone: 205-254-7225
Facsimile: 205-254-7009
E-mail: jlarock@uspipe.com

February 28, 2007

Clayton County Water Authority
Mr. Herbert Etheridge
1600 Battle Creek Road
Morrow, GA. 30260

Re: Annual Contract DI Pipe & Gaskets

Gentlemen,


Enclosed is a price list which covers unit pricing for both pipe and Field Lok Gaskets. Due to increases in scrap and other raw materials, we offer these revised unit prices on 6"-24" pipe. Pricing for 30" and larger pipe remains unchanged.

We appreciate the opportunity to furnish your ductile iron requirements and extend these prices until the close of business October 31, 2007. At that time, we will again review the market conditions, and if favorable to both parties, grant another extension as allowed in your original bid documents.

Again, thank you for your business and we look forward to serving you. If we can be of additional assistance in any way, do not hesitate to call.

Very truly yours,

UNITED STATES PIPE AND FOUNDRY COMPANY


J.M. LaRock
Southern Sales Manager

JML:as

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Clayton County Water Authority
 Contract Extension - Ductile Iron Pipe

Item	Price per Ft. Add for Tr Flex
6" TJ Cl.51	9.23
6" TJ Cl.350	8.36
6" TR Flex	+3.78
8" TJ Cl.50	11.59
8" TJ Cl.350	11.15
8" TR Flex	+4.33
10" TJ Cl.50	15.39
10" TJ Cl.350	14.47
10" TR Flex	+5.39
12" TJ Cl.50	19.58
12" TJ Cl.350	18.48
12" TR Flex	+6.44
16" TJ Cl.50	29.70
16" TJ Cl.250	27.02
16" TR Flex	+11.39
18" TJ Cl.51	37.05
18" TJ Cl.250	31.39
18" TR Flex	+13.00
20" TJ Cl.51	42.07
20" TJ Cl.250	36.55
20" TR Flex	+15.11
24" TJ Cl.50	51.02
24" TJ Cl.200	47.06
24" TJ Cl.250	50.72
24" TR Flex	+20.00
30" TJ Cl.50	62.44
30" TJ Cl.150	56.68
30" TJ Cl.200	61.44
30" TR Flex	+26.67
36" TJ Cl.50	84.33
36" TJ Cl.150	77.45
36" TJ Cl.200	83.20
36" TR Flex	+36.39
42" TJ Cl.50	113.80
42" TJ Cl.150	103.73
42" TJ Cl.200	113.78
42" TR Flex	+44.42
48" TJ Cl.50	162.42
48" TJ Cl.150	151.77
48" TJ Cl.200	165.61
48" TR Flex	+48.61
60" TJ Cl.150	219.07
60" TJ Cl.200	238.40
60" TR Flex	+67.50

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Tyton Joint Field Lok Gaskets

6"	37.80
8"	50.50
10"	73.10
12"	83.60
16"	197.90
18"	239.00
20"	277.10
24"	386.40

Mechanical Joint Field Lok Gasket Kit
 (Includes Gland, Gasket, Bolts & Nuts)

6"	23.10
8"	31.90
10"	46.00
12"	62.40
16"	111.65
18"	155.20
20"	185.80
24"	225.15

Note: We will ship Field Lok Gaskets along with Pipe at pricing quoted above regardless of quantity. Additionally, we will ship Gasket orders Full Freight Allowed providing order is \$3000.00 or more. Orders for Less than \$3000.00 will be shipped Freight Prepaid and added to invoice.

UPON Motion by John Chafin and seconded by Marie Barber it was unanimously

RESOLVED: to approve staff's recommendation to accept this offer to renew the Annual Contract with U.S. Pipe & Foundry for a 6 month period (through October 31, 2007) based on the prices listed in the above letter, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

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CH2M Hill Task Order Services During Construction: Chairman McQueen called on Mike Buffington, Program Management Engineer, who stated that this is our 2007 Services During Construction Task Order with CH2M Hill. The Task Order includes construction services provided by CH2M Hill starting May 1, 2007 through April 30, 2008. CH2M Hill Construction Management team includes overall construction management and we have with us today Dave Goddeyne who has been our Construction Manager since the start of the program. Mr. Buffington introduced Mr. Goddeyne.

Mr. Buffington explained that this task order is a cost reimbursable task order in the not-to-exceed amount of one million four hundred thousand dollars (\$1,400,000) to be funded from our 2005 bond issue. Previous Services During Construction Task Orders have decreased each year as indicated below.

- FY 2006 - \$1,700,000 (projected)
- FY 2005 - \$2,510,000
- FY 2004 - \$2,920,000
- FY 2003 - \$3,492,000

**TASK ORDER SUMMARY
 PROGRAM MANAGEMENT AND SERVICES
 DURING CONSTRUCTION – FISCAL YEAR 2007
 TASK ORDER NO. BO-05-04**

Includes program management and services during construction provided by CH2M Hill during Fiscal Year 2007 (May 1, 2007 through April 30, 2008). Services provided include general program management; and construction management and inspection for Northeast WRF Expansion and Upgrade, Huie Phase 4 (Part 1) Constructed Wetlands, and miscellaneous Tank Painting projects.

Services include construction management and administration; document management; site coordination; preparation of as-built documents; project controls; field inspection; shop drawing and samples review and approval; monthly pay request approval; design clarifications; and closeout of the completed construction projects.

Project Managers:

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

Task Order Summary:

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Task Order Amount – \$1,400,000

Time and Materials (not to exceed amount)

Funding:

Series 2005 Bond Issue

TASK ORDER BO-05-04

This is an attachment to the AGREEMENT between CH2M HILL (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for the project generally described as *Fiscal Year 2007 Program Management Services and Services During Construction for CCWA’s, Huie Wetlands Distribution Piping and Site “A” Stabilization, Northeast WRF Expansion and Upgrade, King Road Elevated Tank Coatings Projects*

ARTICLE 1 — SCOPE OF SERVICES

Program Management

The scope of services for this portion of the Task Order is for fiscal year 2007 (May 1, 2007 through April 30, 2008). It continues to provide program management assistance and implementation of the Program’s fully integrated Project Control System (PCS) that combines scope, schedule, budget, actual, and forecast data for each of the Program’s projects into one database. The PCS will implement processes and procedures that successfully drive program and project-critical activities to completion. The PCS includes planning, scheduling, cost control, and funds management, as well as the application of work processes such as the project accounting system, cost/schedule progress reporting procedures, and corrective action management.

This portion of the task order is a continuation of the scope of the existing Task Order RE-06-01 that ended on April 30, 2007 and was for Program Management Services for Fiscal Year 2006.

The scope of services for fiscal year 2007 includes:

1. Planning and Program Assistance
2. Scheduling
3. Estimating
4. Cost Control
5. Funds Management
6. Reporting
7. Baseline Change Control Management

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Task 1 – Planning And Program Assistance

The ENGINEER will continue to develop a project control plan for each project during the project planning phase. The level of success of each project is closely related to early project planning. The ENGINEER uses the Work Breakdown Structure (WBS) process, a planning tool that provides a formal structure to identify all products and relate all work efforts. The appropriate level of detail for the WBS is dependent upon size, complexity, risk, and schedule constraints. All elements of scope must correlate to a WBS element, thus preventing any scope from being omitted in the planning process. Once completed and combined with the coding structure in the accounting system, the WBS provides a cross-walk from scope definition to the accounting system to allow proper charging of actual costs for each scope of work (SOW). All WBS elements will summarize to the higher level WBS identified in the SOW.

Task 2 – Scheduling

The ENGINEER will create all schedules using the Critical Path Method (CPM), developed using Primavera Project Planner (P3), and will include network logic, and will be controlled and monitored by team members. The keys to scheduling include: direct integration with the previously-identified WBS, resource loading to assist with funding needs and budget “what-if” exercises, identification of any milestones or deliverables, logical depiction of work processes, and regular updates to assess project performance. The focus on scheduling events and performance provides project team members with information detailing resource and time balancing, cost trade-off relationships, and delivery of committed milestones.

Task 3 – Estimating

The ENGINEER will develop cost estimates at a predetermined level of the WBS. Elements of cost to be estimated include, but are not limited to: direct labor, materials, equipment, travel and expenses, and subcontracts. All applicable approved direct rates will be applied and the cost estimate will be loaded into the schedule to fully integrate scope, schedule, and budget by WBS element. This framework will support earned value reporting.

By integrating these elements, the schedule database will include the SOW, period of performance to accomplish that scope, and estimate to accomplish that scope. With this fully integrated system, the budget is time-phased over the schedule duration. When the schedule activities are updated, cost and schedule variances can be identified to assist in managing the project.

Task 4 – Cost Control

This task will provide the ability to control costs which is predicated on timely issue identification and the quality of the corrective management actions taken. The

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ENGINEER's project control tools provide a foundation of real-time cost and schedule information from which experienced project managers can forecast future results by applying various management action scenarios.

WBS responsibility assignments are issued to discipline leads who are held accountable for the scope, schedule, and budget for their assigned activity(s).

The ENGINEER maintains cost control via a process that combines the following critical elements: scoping, planning, scheduling, estimating, costs capture, accurate cost and performance reporting, cost and performance projections, and proactive task and project management.

The ENGINEER's cost control process includes the following elements:

- Accurately identifying all project SOW components
- Planning project activities for efficient execution
- Provides a basis for staffing and resource identification
- Establishes a cost and schedule baseline for each task
- Tracks cost, schedule and productivity performance against the established baseline
- Continually adjusts the baseline to reflect approved changes
- Documents and tracks committed costs
- Provides an audit of subcontract costs
- Produces management reports reflecting project status
- Forecasts costs at completion based on project historical productivity
- Evaluates performance data to determine alternative management action
- Determines the Cost Performance Index (CPI) and Schedule Performance Index (SPI)
- Identifies Budgeted Cost of Work Scheduled (BCWS), Budgeted Cost of Work Performed (BCWP), Actual Cost Work Performed (ACWP), and Estimate at Complete (EAC), values that are all critical to assessing a projects' performance

Task 5 – Funds Management

The ENGINEER will monitor the amount of available funds per task order, a key component of the PCS. Because receipt of notification to proceed on a task order may not come with total funding, the PCS assists in the management of actual cost incurred to date, and provides a structure to forecast Estimate to Complete (ETC) values. These estimates will assist in identifying when additional funding is needed. For all task orders, actual cost incurred will be compared to actual funding received on a monthly basis.

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Task 6 – Reporting

The ENGINEER will prepare monthly reports using the same format used for fiscal year 2006. As work is initiated, actual costs are captured in the accounting system at the appropriate level of the WBS. A labor distribution report will be downloaded weekly to allow the project manager to review and track charges by employee or WBS element.

Also on a monthly basis, total costs incurred by task order, including accruals, will be downloaded from the accounting system and electronically imported into the schedule and budget baseline to further integrate the ENGINEER's PCS with scope, schedule, budget, and actual cost data. Once this information is compiled, the monthly performance report can be generated.

Monthly reporting will include the elements of a performance measurement system. Those elements include: BCWS (budgeted cost of work scheduled), BCWP (budgeted cost of work performed), ACWP (actual cost of work performed), and Estimate at Completion (EAC) calculations. All of the above-mentioned elements allow tracking and monitoring of each task order in a structured process that will provide real-time identification of potential problems and support tracking corrective actions that are developed.

The reporting process discussed above will be applied via a graded approach. The level of detail required will be evaluated on a case by case basis, and reporting established based on size (dollar value), complexity, risk, and schedule constraints.

Task 7 – Baseline Change Control Management

The ENGINEER will implement and maintain a baseline change control management process. It is imperative to maintain cost control throughout the life of the project. Changes to the scope, schedule or budget will not be made without proper contractual notification and approval. The ENGINEER will not perform any technical work that is outside the scope of the original SOW until proper authorization is received and the baseline is modified accordingly. Once approved, the original baseline will be updated, adhering to cost control, and the work will proceed. This ensures that all parties are in agreement with the scope, schedule, and budget, and when performance measurement applications are applied, performance is measured against a valid, contract-oriented baseline.

Services During Construction

The scope of services for this portion of the Task Order is for fiscal year 2007 (May 1, 2007 through April 30, 2008) and provides services during construction for the projects listed above during this time period. Additional task orders will be developed for subsequent fiscal years to cover services during construction for the above projects as well as additional projects that enter construction.

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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 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 Services

2.1.1 Management/Administration: The ENGINEER will provide overall project management and consultation support to OWNER for the entire project except as specifically assigned to others.

2.1.2 Workplan: The ENGINEER will develop a general workplan that defines the ENGINEER's delivery approach, staffing, responsibilities, and project deliverables.

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.

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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. 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.

2.3 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 meetings with each Contractor as required 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:

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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 consistent 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 significant scope changes shall be considered as Additional Services, and shall entitle the ENGINEER to additional compensation.

The ENGINEER will receive and review the Contractor's request for change and cost estimate 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

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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 reasonable 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 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. The ENGINEER will utilize these and incorporate all changes electronically and produce a conformed set of as-built drawings for the OWNER. The ENGINEER will submit to the OWNER one full size copy of conformed as-built drawings, and one electronic copy of the conformed drawings on a CD.

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.

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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.

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

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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.

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 I & C equipment.

2.10.7 Performance and Witness Testing: The ENGINEER will attend and witness field and factory performance tests for the I & C equipment 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 of subsurface or physical conditions at the site which he believes differs from the contract documents, 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, entitling the ENGINEER to additional compensation.

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. 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

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- 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 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.

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.

4.0 ASSUMPTIONS

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

- 4.1 The construction period for each project is based on the schedule as follows:
- Northeast WRF Expansion and Upgrade – 1 Aug 05 through 30 Sept 08 (38 months)
 - Huie Wetlands Distribution Piping and Site "A" Stabilization – 01 May 07 through 31 Oct 07
 - King Road Tank Coatings – 01 July 07 through 31 Sept 07
- 4.2 For this scope of services for fiscal year 2007, the above projects are expected to be active as follows:
- Northeast WRF Expansion and Upgrade – 01 May 07 through 30 April 08 (12 months)

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- Huie Wetlands Distribution Piping and Site “A” Stabilization – 01 May 07 through 31 Oct 07
 - King Road Tank Coatings - 01 July 07 through 31 Sept 07
- 4.3 The Contractor will provide a field office structure, furniture, telephone, facsimile, computer equipment, and security services for resident ENGINEER staff. The Contractor will pay monthly utility, telephone, and cleaning charges.
- 4.4 The OWNER will not be providing pre-purchased equipment or materials.
- 4.5 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.
- 4.6 Bi-weekly construction progress meetings will be attended at the project site. The ENGINEER will have one person (minimum) attend each meeting.
- 4.7 The number of original submittals and re-submittals expected during the fiscal year 2007 for each project is as follows:
- Northeast WRF Expansion and Upgrade – 25 submittals and 15 re-submittals
 - Huie Wetlands Distribution Piping and Site “A” Stabilization – 30 submittals and 15 resubmittals
 - King Road Tank Coatings – inspection services only
- 4.8 The ENGINEER will review one baseline construction schedule and one updated monthly schedule for the Huie Wetlands Distribution and Site “A” Stabilization project and updated monthly schedule for the NE WRF Expansion and Upgrade Project.
- 4.9 Requests for Interpretation from the Contractor, expected during the fiscal year 2007, will be reviewed and responded to as follows:
- Northeast WRF Expansion and Upgrade – 50 RFIs
 - Huie Wetlands Distribution and Site “A” Stabilization – 15 RFI’s
- 4.10 The ENGINEER will review one Contractors’ monthly pay request for the Northeast WRF Expansion and Upgrade Project and the Huie Wetlands Distribution and Site “A” Stabilization project
- 4.11 The ENGINEER will not provide surveying to provide baseline control for construction.
- 4.12 OWNER will provide one experienced inspector from May 07 through April 08.
- 4.13 The Engineer will provide Startup Assistance to the owner on the NE WRF Expansion and Upgrade Project.
- 4.14 No other construction contracts will be ongoing from May 01, 2007 through April 30, 2008 other than those listed above for this task order. Any other construction contracts will be covered by a separate SDC task order.

5.0 ADDITIONAL SERVICES

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The services enumerated herein will be performed only as authorized by OWNER. Authorization to proceed with such additional services will be in the form of a Task Order Amendment specifying the scope of work to be performed and basis of compensation.

- 5.1 Provide services during construction that are outside the services described in this task order, such as:
- Investigations, meetings, and negotiations with the Contractor involving major claims, legal disputes, and/or a significant amount of defective or neglected work of the Contractor.
 - Additional work resulting from default, delinquency, or insolvency of the Contractor; or as a result of damage to the construction caused by fire, flood, earthquake, or other acts of God; as well as all additional work resulting from any form of litigation.
 - Additional work resulting from strikes, walkouts, or other acts of trade labor unions or work required to resolve disputes or goals involving minority involvement. Additional work resulting from significant delays or acceleration of the work by the Contractor, changes or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - Unusual requirements for assistance to legal, financial, scheduling, or other consultants engaged for the PROJECT by OWNER.
 - Assistance in investigating the cause of accidents.
 - Warranty performance review services during construction Contractor’s 1-year warranty period and to assist OWNER in coordinating corrections of Contractor deficiencies in equipment or construction during this period.

Due to the nature of construction projects, the Scope of Work described in Article 1 is not entirely within the control of the ENGINEER and cannot be exactly predicted. The rate schedule, noted as Attachment A, defines the labor rates for personnel to be utilized in conjunction with the scope of work for Task Order BO-05-04.

ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in Attachment A. Compensation shall be cost-reimbursable-per diem (time and expenses), with a maximum, not to exceed amount of \$1,400,000.00 without written approval from the OWNER.

ARTICLE 3 — 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 _____, 2007

By: _____
Name Title

For ENGINEER, CH2M HILL

Dated this _____ day of _____, 2007

By: _____
Name Title

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ATTACHMENT A

PROPOSED 2007 LABOR COMPENSATION SCHEDULE
 CLAYTON COUNTY WATER AUTHORITY

Per Diem Class	Grade	Billing Title	2006 Bill Rate**	2007 Bill Rate**
1	E9	Principle/Program Manager/Information Solutions Manager	\$165.00	\$168.00
2	E8	Principle/Program Manager/Information Solutions Manager	\$165.00	\$168.00
3	E7	Principle/Program Manager/Information Solutions Manager	\$165.00	\$168.00
4	E6	Project Manager/Senior Project Engineer/IS Engineer	\$143.00	\$146.00
5	E5	Project Manager/Senior Project Engineer/IS Engineer	\$143.00	\$146.00
6	E4	Project Engineer/Senior Engineer/Senior Planner/Senior Scientist	\$122.00	\$124.00
7	E3	Associate Engineer/Planner/Scientist	\$102.00	\$104.00
8	E2	Staff Consultant/Engineer/Software Development Analyst	\$92.00	\$94.00
9	E1	Staff Consultant/Engineer	\$79.00	\$80.00
10	E0	Staff Consultant/Engineer	\$79.00	\$80.00
11	T5	Lead Technician/Project Controls Specialist	\$91.00	\$93.00
12	T4	Lead Technician/Project Controls Specialist	\$91.00	\$93.00
13	T3	Field Service Specialist/Design Aide/Engineering Technician	\$68.00	\$69.00
14	T2	Field Service Specialist/Design Aide/Engineering Technician	\$68.00	\$69.00
15	T1	Field Service Specialist/Design Aide/Engineering Technician	\$68.00	\$69.00
16	T-Aide	Field Service Specialist/Design Aide/Engineering Technician	\$68.00	\$69.00
OFC	OFC	Office Support	\$62.00	\$63.00
		Startup Consultant	\$143.00	\$146.00
		Construction Manager	\$138.00	\$141.00
		Resident Engineer	\$110.00	\$112.00
		Field Engineer	\$93.00	\$95.00
		Lead Inspector	\$83.00	\$85.00
		Inspector	\$75.00	\$76.00
		Technical Assistant	\$68.00	\$69.00

**For all personnel, the proposed 2007 bill rate is equal to the approved 2006 bill rate plus 2%, rounded to the nearest whole dollar.

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**EXHIBIT A
INSURANCE REQUIREMENTS**

TASK ORDER BO-05-04

Fiscal Year 2007 Program Management Services and Services During Construction for CCWA's Northeast WRF Expansion and Upgrade, Huie Wetlands Distribution Piping and Site "A" Stabilization and King Road Elevated Tank Coatings Projects

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 insureds (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.

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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 Retro-active 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 \$10,000,000 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

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policy, which requires written notice to the Owner in, the event, of 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 Products/Completed Operations. Occurrence and Aggregate.

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.

Mr. Buffington introduced Steve Lavinder with CH2M Hill who wanted to address the Board.

Mr. Lavinder, with CH2M Hill, thanked the Board for the opportunity to come before them today. He stated that Dave Goddeyne has been the Construction Manager for the Authority for six (6) years, but had never been to a Board meeting. Mr. Lavinder stated that he would like to point out Dave's contribution to this program. Dave came from working on a large construction program for the City of Atlanta and took over the Authority's program in 2001. When the Authority's program is done, the total will be near two hundred million dollars (\$200,000,000) in construction that Dave's team has led, with up to twenty-five (25) people working at various times on multiple projects over the last six (6) years. Dave will be transitioning off the program with the Authority as the Northeast WRF expansion project winds down. Mr. Lavinder wanted to thank Dave for the contributions that he has given to the program.

Chairman McQueen thanked Dave for being here and for all the work he has done for the success of our construction program. The Board appreciates projects that come in under budget and CH2M Hill has tried to do that on each project.

Mr. Goddeyne thanked the Board and those he has worked with at the Authority.

Mr. Lavinder stated that each year CH2M Hill gives the Authority estimated amounts on what it will take them to do the work. We strive to come in under the budgeted amount and will continue to do so each year. Mr. Lavinder added that in the Board's packet CH2M Hill has their services in a breakout by level of staff and type of staff that they are proposing to execute in the course of this year. He stated that

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CH2M Hill has included a two percent (2%) rate increase, resulting from market place pressures and the cost of hiring and retaining engineers in the market place.

Mike Buffington added that this has been a good team that has worked on the Authority's construction program from the quality of work and the ease of working together with contractors, the design team, and our staff. Staff recommends that the Board approve the Task Order BO-05-04 Program Management and Services During Construction-Fiscal Year 2007 in the not-to-exceed amount of one million four hundred thousand dollars (\$1,400,000).

UPON Motion by John Chafin and seconded by Marie Barber it was unanimously

RESOLVED: to approve staff's recommendation for Task Order BO-05-04 for Program Management and Services During Construction provided by CH2M Hill during Fiscal Year 2007 (May 1, 2007 through April 30, 2008). Services provided include general program management; and construction management and inspection for Northeast WRF Expansion and Upgrade, Huie Phase 4 (Part 1) Constructed Wetlands, and miscellaneous Tank Painting projects in the not-to-exceed amount of one million four hundred thousand dollars (\$1,400,000).

CH2M Hill Task Order for Stormwater Assistance: Chairman McQueen called on Bruce Taylor, Manager of Program Management & Engineering, who stated that this Task Order is for technical services for the Stormwater Utility. Mr. Taylor wanted to update the Board on the status of the Stormwater Utility. Mr. Taylor explained that January 1, 2007, the Authority went "live" with plan review and inspections and also sampling and facility inspection. April 1, 2007, we went "live" with drainage complaint calls. The County had previously been accepting those, but we are accepting those internally. May 1, 2007, is the big day when we go "live" with billing and then July 1, 2007, the full program will be up and running with all our maintenance activities.

Our current task order with CH2M Hill for developing the data base and a number of other tasks is nearing completion. We require additional technical services for the actual implementation of the utility. Mr. Taylor added that CH2M Hill will work with the Authority's staff on some of the designs in the upcoming year to help us through the early designs, which will be a combination of designs and training, until we get up to speed. Once our engineers and designers are trained, we will be able to do this work in-house and not have to rely on CH2M Hill for that service in the future.

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Mr. Taylor stated that the total Task Order amount is ninety-six thousand six hundred thirty-three dollars (\$96,633), a time and materials, not-to-exceed amount. The funding will be from the new Stormwater Utility fund and staff recommends approval of this task order.

TASK ORDER SUMMARY
TECHNICAL SERVICES FOR STORMWATER UTILITY
FISCAL YEAR 2007
TASK ORDER NO. SW-07-01

The purpose of this Task Order is to provide technical services in support of the implementation of the Stormwater Utility. It involves the development of a protocol for future inventory studies, the development of a flood plain mapping protocol, and on-call support for capital improvement design and GIS. It includes the following tasks:

- Develop a protocol for Stormwater infrastructure inventory
- Perform quality control checks on aerial photography
- Develop floodplain mapping priorities and protocol
- Provide on-call capital improvement design support
- Provide on-call GIS and billing database support
- Project management and reporting

Project Managers:

- CH2M Hill, Doug Baughman
- Clayton County Water Authority, Bruce Taylor

Task Order Summary:

- Task Order Amount – \$96,633
- Time and Materials (not to exceed amount)

Funding:

- Stormwater Utility Fund

TASK ORDER NO. SW-07-01

This Task Order is an attachment to the Master Services Agreement between CH2M HILL, INC., (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”) for a PROJECT generally described as *Stormwater Utility Implementation Support*.

Background

The purpose of this Task Order is to provide technical services in support of the implementation of the Stormwater Utility. The OWNER will be taking over

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responsibility for Stormwater management services within Clayton County in 2007 and has requested assistance in implementing the Stormwater utility and management program.

The PROJECT involves the development of a protocol for future inventory studies, the development of a floodplain mapping protocol, and on-call support for capital improvement design. Specific tasks are described in the following scope of services.

ARTICLE 1 — SCOPE OF SERVICES

The scope of services includes the following tasks:

- Task 1 – Develop Protocol for Stormwater Infrastructure Inventory
- Task 2 – QC Aerial Photography
- Task 3 – Develop Floodplain Mapping Priorities and Protocol
- Task 4 – On-call Capital Improvement Design Support
- Task 5 – On-Call GIS and Billing Database Support
- Task 6– Project Management and Reporting

Task 1 –Develop Protocols for Stormwater Infrastructure Inventory

ENGINEER will develop a protocol for use in collection of Stormwater infrastructure inventory data. The protocol will be designed to facilitate accurate data collection on the Stormwater infrastructure by future contractors. The ENGINEER will review the inventory data collected as part of the SPLOST program efforts (in 2006) and participate in a workshop/meeting with the OWNER's staff to discuss the anticipated requirements for the SWU inventory studies. Based on the review of previous inventory work and feedback from the OWNER, the ENGINEER will prepare recommendations for the inventory protocols. Recommendations in the protocols will address:

Modifications to data dictionary – fields and list of values.

Recommendations on methods to determine age of structures.

Method to track deliverables.

Level of service document – defining how the contractor will determine if structures are county maintained or not.

Recommendations on status of existing inventory.

Specifications for deliverable from the contractor.

ENGINEER's Assumptions

Existing inventory information collected by Clayton County contractors will be provided to the ENGINEER.

The OWNER will provide the existing level of service documents and storm water Geodatabase structure/data dictionary.

Deliverables

ENGINEER will submit the following documents:

An electronic (in Word and PDF) copy of the draft protocols for review by the OWNER.

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The final protocols will be provided in hard copy (5 copies) and electronic format (Word and PDF) for distribution by the OWNER.

Task 2 – Conduct Quality Control on Aerial Photography

The OWNER has contracted an aerial mapping vendor (VENDOR) to collect new aerial photography and topography of the entire County to support the bi-annual update of the Stormwater utility billing database. The Contractor will be providing digital ortho photos and topographic data at 2 foot contour level. The ENGINEER will provide assistance in reviewing the vendor-delivered products to ensure that contract-defined (between vendor and CCWA) product specifications are met for the cited deliverables related to the following project phases:

Aerial Photo Acquisition

Post Acquisition

Aerial Photo Digitization

Aerotriangulation

Topographic Mapping

Orthoimagery Mapping

A deliverable schedule will be identified in coordination with the OWNER, VENDOR, and the ENGINEER which will allow for in-progress review of sequence-critical products (e.g. rigorous review of aerotriangulation (AT Report prior to generation of DTM and ortho aerial imagery based on a poor AT solution) and will allow for the ENGINEER to schedule such that complete checks of all deliverable products can be accomplished within 30 days of VENDOR delivery. All project deliverables specified in Table 3.1 below from the VENDOR will be subjected to inventory inspection and product-specific QA/QC procedures described below in Table 3.1:

Table 2.1	VENDOR PROCESS	ENGINEER QC
Aerial Photo Acquisition	Photographic Flight Line Index	Contract print series/mosaic mapping to ensure full coverage and to confirm information headers.
	Airborne GPS Report ASCII file – XYZ of GPS device on aircraft (to acquire photo center)	Certified Photogrammetrist to review file delivery for data point consistency.
	Survey Report (targeted & photo-identifiable features) Horizontal and vertical positions used to control mapping extent	Review Survey Report. Ensure creation by licensed surveyor. Ensure report completeness.

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Post Acquisition	<p>Contact Prints: Natural Color 9" x 9" Photographic paper products representing each exposure frame</p> <p>Photo Control Photo ID Control – Post-acquisition process of identifying visible features in photos, subsequently field-surveyed.</p>	<p>Review 10% (45 photos) for overlap, sidelap, and crow; critical to acceptance of flight. Verify image quality and consistency.</p> <p>Review Photo ID Control (annotated contact print documents) against subsequent aerotriangulation report.</p>
Aerial Photo Digitization	Scanned Images - Natural Color TIFF files Contract-specified format - Digital imagery of film-camera acquired photography.	Checking for digital format, scanning imperfections (Tone/contrast) and physical photographic issues (lint, creases). 100% to be Reviewed

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Aero triangulation	ASPRS Certified-Photogrammetrist Aerotriangulation (AT) Report Comprehensive hardcopy and digital AT Report providing residuals and network solution of AT Block.	Certified Photogrammetrist to review AT report for block geometry, iterative point residuals, and final RMSEs.
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<p>Topographic Mapping</p>	<p>DTM ASCII Files of DTM point and break line data compiled from stereo-models</p> <p>Contours – 2' Interval Contours Topo product generated from interpolation of DTM source data</p>	<p>Obtain ENGINEER-selected random set of stereo models from VENDOR. Mount 10 stereo models and AT geometry into ENGINEER stereoplotter. Verify accuracy of DTM collection.</p> <p>Review contours for proper digital structure, attribution, stereomodel edge snapping. Review contours against breaklines and spot elevations.</p> <p>Independent Field Survey (Survey Grade - RTK)</p> <p>Comparison of approximately (170) Independent Field Survey data points measuring the difference in vertical position between Survey Z and contour Z. Distribution of field survey points based on profiles running perpendicular to pre-defined transportation routes which maximize the coverage of the county. Approximately (21) such 4000' profiles with each profile to include (8) survey locations (every 500' and/or to contour nearest to that location along profile). NMAS to be applied; 90% measurements to be within ½ contour interval (1' accuracy) with remainder of measurements within 1 contour interval (2' accuracy).</p> <p>Any areas not meeting NMAS shall be returned to contractor for corrections. Corrected contours to be resubmitted to ENGINEER for further profile point comparison (survey to contour). This procedure shall be repeated until the corrected data meets the acceptance criteria Note: RTK-GPS is preferred method of survey data collection, in order to lessen cost. RTK-GPS is not an appropriate method for areas of dense-canopy. In such areas conventional total station surveying equipment and methods must be applied to capture accurate survey data. Cost estimate reflects the use of both RTK and conventional surveying approaches to optimize survey data accuracy</p>
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Orthoimagery Mapping	Orthoimagery – Accuracy Orthoimagery product	Differential Measurement and RMSE Calculation: Independent Field Survey (Survey Grade - RTK) Comparison of 30 Independent Field Survey data points measuring the difference in horizontal position between Survey XY and orthoimagery-positioned locations in each data delivery set from the VENDOR as suggested by the National Standard for Spatial Data Accuracy (NSSDA), difference in feature position in the data delivery exceeds a 1.0 RMSE (for 1:1,200 mapping scale). If rejected the resulting corrected data set will be re-checked with the same 30 check points. This procedure shall be repeated until the corrected data and a minimum of one new set of 30 check points meets the acceptance criteria
	Orthoimagery - Visual Orthoimagery product	Orthoimagery Mapping File format, Tile size/extent, Coordinate/Datum System, Resolution, Spatial Accuracy, Tonal mismatch, tile-edge mismatch, feature duplication, building tilt, transportation feature offsets, feature deformations, image smearing, cloud cover, cloud shadow, void or dropout areas, sensor artifacts.

The OWNER has agreed to provide surveying support for the field topographic mapping checks required, as noted above.

Deliverables ENGINEER will submit the following documents:

- A TM summarizing the process to be used for the QC checks and the acceptance procedure that will apply to all deliverable products to be received by the County from the VENDOR.
- In-Progress Status Reports - ENGINEER:VENDOR communications documented including preliminary findings and iterations tracked
- A TM summarizing the process of development, review, correction, acceptance of the VENDOR deliverables. Applicable reports from VENDOR (from Table 3.1) to be included as Appendices and any ENGINEER analysis, findings, measurements to be documented in detail in the deliverable TM.

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Task 3 – Develop Floodplain Mapping Priorities and Protocol

The Metropolitan North Georgia Water Planning District requires each of the counties in the metro area to update their existing 100 year floodplain maps and to develop new 100 year floodplain boundaries for anticipated “future” land use conditions. The ENGINEER will assist the OWNER in prioritizing the watersheds across the County that will require updated floodplain mapping and a protocol for updating these floodplains over several years. The ENGINEER will develop a brief technical memorandum summarizing the recommended process for prioritization and an initial ranking of watersheds to be considered for mapping. A second TM will be prepared to document the process that will be used for developing the floodplain maps, communicating the updated floodplain information to the local property owners, and coordinating with the Georgia EPD and FEMA on approval of the updated floodplain maps. This TM will also document the process used in developing the future land use conditions and future floodplain maps, as required by the District. Results of this task will be used by the OWNER to set internal budgets for floodplain mapping and to plan future contracting to complete the required mapping activities.

ENGINEER’s Assumptions • **Actual floodplain mapping activity would be contract separately.**

Deliverables ENGINEER will submit the following to the OWNER:

- A TM on the proposed approach for prioritizing watersheds for floodplain mapping
- A TM on the recommended process for developing the new floodplain maps.

Task 4 – On-Call Capital Improvement Project (CIP) Design Support

The ENGINEER will provide on-call assistance to the OWNER’s engineering staff to help address specific design issues related to stormwater infrastructure repair and replacement. Most of the anticipated design projects can be completed by existing Engineering Department staff. CH2M HILL staff will be available to assist the OWNER’s staff with hydrologic or hydraulic modeling, design questions or actual design tasks, or other CIP related issues.

ENGINEER’s Assumptions • **The ENGINEER will provide a senior civil engineer, hydrologist, or design tech at the current approved rates up to a total of 208 hours.**

Deliverables ENGINEER will submit the following to the OWNER:

- **The final deliverables will depend on the specific request or project but are likely to include hydrologic/hydraulic analyses, design calculations, and/or design drawings.**

Task 5 – On-call GIS and Billing Database Support

During start up of the billing system and initial billing, the OWNER will undoubtedly have a number of questions and issues that may require additional technical support from the ENGINEER. Specific questions and issues can not be determined at this time, however, the ENGINEER will provide technical assistance on an as-needed basis up to a maximum level of effort. For the purposes of this task order, we have assumed that up to 100 hours of senior GIS analyst support will be provided.

ENGINEER’s Assumptions • **The ENGINEER will provide support on an “as-needed” basis up to 100 hours at a senior GIS analyst rate.**

Deliverables ENGINEER will submit the following documents:

- **Deliverables will be based on the OWNER’s need and may include updated GIS files or Access database information.**

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Task 6 - Project Management and Reporting

ENGINEER will use its internal project control system to manage all administrative activities for this PROJECT. The Project Manager will review monthly project control reports of the task activities that have been conducted during the reporting period. Managing the monthly reports will confirm that the work performed is assigned to appropriate tasks, and questions about charges can be clarified. During each monthly reporting period, ENGINEER will provide OWNER a summary of the tasks completed and proposed work scheduled for the next period. Project problems, their solutions, and the milestones will be documented by ENGINEER.

The Project Manager will meet bi-monthly with task leaders to obtain verbal updates on status and to identify problems for inclusion in the monthly status reports. These meetings will be conducted to confirm that tasks are being completed on schedule and that future work is properly planned.

- Deliverables**
- **Monthly progress reports including activities completed and proposed for the next month.**

ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in the Master Service Agreement. Compensation shall be on a Per Diem basis (time and expenses) with a maximum not to exceed amount of **\$96,633** without prior written approval from the OWNER.

Table 1
Costs by Task

Task	Labor Hours	Cost by Task
Task 1-Develop Protocol for SW Infrastructure Inventory	64	\$8,160
Task 2-QC Aerial Photography	224	\$29,985
Task 3-Develop Floodplain Mapping Priorities and Protocol	84	\$8,936
Task 4-On-call CIP Support	208	\$23,153
Task 5-On-call GIS and Database Support	142	\$16,836
Task 6- Project Management	76	\$9,564
Total		\$96,633

Article 3 — Schedule

This Task Order is based upon the PROJECT schedule presented in Exhibit 1. Services will be provided over approximately 12 months.

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Article 4 — Insurance

The insurance coverage required for this Task Order is shown on Exhibit A, "Insurance Requirements", which is attached hereto and made a part of this Agreement.

This Task Order will become part of the referenced AGREEMENT on the effective date when executed by both parties. The effective date is the latest date when this Task Order has been signed, as shown below.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this _____ day of _____, 2007

By: _____
Name Title

For ENGINEER, CH2M HILL, INC.

Dated this _____ day of _____, 2007

By: _____
Name Title

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EXHIBIT A

INSURANCE REQUIREMENTS

TASK ORDER No. SW-07-01

STORMWATER UTILITY IMPLEMENTATION SUPPORT

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 insureds (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

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\$ 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 coverages, 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 Subcontractors, ENGINEER and Design Consultants, with a minimum annual policy 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 or Owner's 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 \$10,000,000 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.

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UPON Motion by John Chafin and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve staff's recommendation for Task Order SW-07-01 for Technical Services for Stormwater Utility for the Fiscal Year 2007 in the amount on ninety-six thousand six hundred thirty-three dollars (\$96,633), a time and materials, not-to-exceed amount.

Southern Regional Water Line Easement: Mr. Taylor stated that this item is a water line easement that the Authority wants to abandon. The existing line is a twenty inch (20") water main that comes from the Hooper Plant. Staff recommends that the Board abandon its interest in the former easement.

The water easement on a water line that was relocated needs to be abandoned and a new easement established on the relocation to allow the site developer to construct a building. The easement to be abandoned is located under the proposed building footprint.

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

RESOLVED: to approve staff's recommendation to abandon this water line easement on the existing line located off Highway 138 in Stockbridge that comes from the Hooper Plant.

Chairman McQueen stated that Bruce is leaving the Authority and asked Bruce to explain.

Mr. Taylor replied that his wife, who is an Economics Professor at Georgia State University, was offered a position as a Senior Professor at North Carolina State University to head up their Economics Resource Center. Bruce added that the Authority is by far the best place that he has worked and he certainly will miss everyone and this company. He added that he will be here until June 15th.

Mr. Thomas complimented Bruce on the development of our GIS system which is considered one of the best in the metro Atlanta area and in the water utility business. He had exceptional skills of making the GIS system useful to our employees in the field. We took away all their paper map books and they now all have laptop computers. Bruce has been a very innovative and creative person for the Authority and he will be missed.

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T-Mobile Cell Tower Contract Change: Chairman McQueen called on Mike Thomas, General Manager, who explained that the Authority has three (3) T-Mobile cell towers on Water Authority property and a Sprint antenna on one of our water towers. Occasionally, these vendors want to come back and renegotiate their terms. The Sprint contract was renegotiated a couple of years ago by former General Manager, Mr. Brannan. Mr. Thomas stated that his recommendation to the Board is to accept T-Mobile's proposed terms of an Annual Lease payment of eighteen thousand dollars (\$18,000) that will continue to 2010, renewal of five (5) years with a five percent (5%) increase in payment, with payment guaranteed through 2016.

T-Mobile Cell Tower Contract Change

T-Mobile contracted with CCWA to install a cell phone tower on our old Jackson WRF property on Thomas Road in 2005. As with other cell tower sites that we have, T-Mobile requested to renegotiate the contract terms because of changing market conditions and the consolidation of the cell phone industry. CCWA has a total of three T-Mobile Cell tower installations and one Sprint antennae on the King Road water tank. The Sprint contract was previously renegotiated for similar reasons.

Original contract terms for the Jackson Road site, known as Pebble Creek

Annual lease payment	\$20,000
Term	5 years
Renewal	5 additional years with 10% increase in payment
Lease payment guarantee	None

Proposed Terms

Annual lease payment	\$18,000
Term	Continues to 2010
Renewal	5 years with 5% increase in payment
Lease payment guarantee	payment is guaranteed through 2016

Recommendation

CCWA staff recommends accepting the contract amendment for the T-Mobile Pebble Creek site with the proposed terms as specified above.

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

RESOLVED: to approve staff's recommendation to accept the contract amendment for the T-Mobile Pebble Creek site with the proposed terms as specified above.

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Chairman McQueen called on Ed Durham, Director of Human Resources, who stated that, the Department of Labor - Federal Contracts Compliance Review board had contacted him to do a Compliance Review of those that they have identified as Federal Contractors. We are not in agreement that we should be identified as a Federal Contractor. The only Federal funds that the Authority has received have been grants, not as a result of Federal Contracts. Our Contract & Procurement Administrator, Karen Riser, is currently reviewing the grants for specific language that would classify us a Federal Contractor.

Mr. Thomas stated that we talked about the City of Riverdale water tank at the last meeting and he had called them back and informed them about the Board's decision on the paint design that they wanted painted on the tower. The City of Riverdale asked if the Board would allow them to use "just their logo", which would mean that we would have to leave off the flag and the "God bless America" part.

The Board decided to postpone any action on this until the May meeting.

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

RESOLVED: that the Board adjourn into executive session for land, legal, and personnel issues. The Board reserves the right to return to open session.

The Board returned to open session.

After discussion in Executive Session, Chairman McQueen acknowledged Greg Hecht, acting as a Hearing Officer in the appeal of an employee of the Authority, who had appealed directly to the Board.

Chairman McQueen called on Steve Fincher, Legal counsel for the Authority, who stated that the Board had received an appeal from Mr. Doyle Brookshire on his termination from the Clayton County Water Authority. The appeal process involves going before a Hearing Officer who holds a hearing, presents his findings and facts, and makes his recommendation. The Hearing Officer is empowered to accept, reject, or affirm the decision of management. From the written opinion that was delivered to us today, the Hearing Officer has tendered his findings and facts and has made a recommendation that the termination was justified and will be upheld. At this point, it is encumbered upon the Board by motion to accept, reject, or modify the decision of the Hearing Officer.

UPON Motion by John Chafin and seconded by Marie Barber it was unanimously

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RESOLVED: to accept the findings of the Hearing Officer, as well as Executive Staff, and to uphold the termination of Doyle Brookshire.

With slides, Mr. Thomas showed the Board the area in the very north part of the county where the sewer drains to the City of Atlanta, which has been discussed with the Board on a number of different occasions. Old Dixie Highway, Forest Parkway, and Highway 54 are the general boundaries for this area. About a million gallons of sewer, a day, flows to the City of Atlanta plant. We are designing a lift station and force main to pump that back into our sewer line and then bring that back down to our Casey plant. Our contract with the City of Atlanta to treat that waste expires in October 2009.

Mr. Thomas added that every time the City of Atlanta makes a capital improvement to the plant that receives that flow, they pass a percentage of those costs on to us. The Authority has recently paid them just over three (3) million dollars (\$3,000,000). They have sent us information saying that we are going to owe them another one (1) million dollars (\$1,000,000) for capital improvements. We also pay them monthly operating costs for the plant, which we believe they have been charging us at an unfair rate based on some recent findings that one of Mr. Fincher's associates has found. Right now the City of Atlanta just charges operating costs for the plant itself, but are working towards charging us operating costs of maintaining the sewer and any improvements to the sewer that flows through Atlanta to their plant. In Mr. Thomas' mind, this is just a "black hole". The money that is going into it is just going to keep going into it. We can build this lift station for about four and one half million dollars (\$4,500,000) and can treat the waste more cost effectively than they can.

One of our quandaries now is to get the City of Atlanta to acknowledge any of this. The contract calls for them to pay the Authority our undepreciated value of the plant, upon termination of the contract. We know, at a minimum, we just gave them three million dollars (\$3,000,000) and the plant and equipment depreciates over forty or fifty (40 or 50) years. That in itself has a value of two and a half or three million dollars (\$2,500,000 or \$3,000,000).

Mr. Thomas proposes to send the City of Atlanta a letter notifying them that the Authority's plans are to let the contract expire in 2009 and provide that treatment for ourselves. Let them know what we believe the value of that undepreciated cost is and we would like confirmation from them as to what they will owe us when the contract expires. If the City of Atlanta does not respond within 60 to 90 days in writing, then we would take what they say we owe and treat it as a credit. The Authority pays the City of Atlanta from thirty to fifty thousand dollars (\$30,000 to \$50,000) a month operating costs. Mr. Thomas stated that the Authority is designing the lift station and

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forcemain right now, but we will have to purchase a piece of property.

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

RESOLVED: to allow the contract with the City of Atlanta to expire.

Mr. Thomas stated that the Authority has a situation where a development with about twenty (20) houses has been “straight piped”. Mr. Thomas explained that the builder came in and built all these houses and “straight piped” the water. There have been people living in three or four (3 or 4) of these houses for almost a year. One of our locators found that the builder had “straight piped” fifteen or sixteen (15 or 16) of the houses. We had found another incidence of the same activity about a year ago, but it was just three or four (3 or 4) houses and we just reprimanded the builder, made him come in and purchase the meters. We told him not to do this again and twelve (12) months later he is doing the same thing. Mr. Thomas added that he has turned this over to our police officers and they have assigned it to a detective. It is Mr. Thomas’ intent to prosecute this case. The houses are located in Riverdale and the builder is Kevin Edwards. The builder came in and purchased meters for the houses that are occupied. We notified the homeowners that they will need to come in and place a deposit and put the service in their names, but Mr. Thomas was not sure if any of them have done so. If they do not come in soon, we will shut their water off. They have been receiving free water all this time. The Authority will try to recover these funds from the builder.

Mr. Thomas stated that Emory had talked to the Board in regard to the excellent financial situation of the Authority. We have nine million dollars (\$9,000,000) in the revenue fund, and earlier had approved to move six million dollars (\$6,000,000) to fund the Huie Wetlands. A transfer of four million dollars (\$4,000,000) into the Revenue & Extension fund is needed to fund the next phase of the Huie Wetlands project. This is all part of our “pay as you go” process.

Mr. Thomas reminded the Board about the Southern Regional property on Highway 138 which has a drained pond on it, known as Hatcher’s pond. Under certain circumstances, the Authority would accept the pond as part of the Stormwater Utility. This pond was a six or seven (6 or 7) acre pond, but because the dam had been breached and was in bad shape, the pond had to be drained. It classifies as a Category I dam under state rules. The hospital bought the property and the EPD has them under a Consent Order to fix the dam.

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Mr. Thomas informed the hospital that the Authority would consider acquiring the pond for maintenance only if they fixed the dam according to EPD requirements and they obtain all the property up to a twenty-five (25) year ponding elevation and obtain easements up to the one hundred (100) year ponding elevation.

The hospital does not want to worry about that liability long term. There were eight (8) property owners in the Runnymede subdivision that had property that backed up to the lake and they just want the lake back. The hospital's options are to leave it drained and just make a retention pond out of it or to restore it and bring it back up to near normal elevation and to let the Authority use it as a Stormwater structure. The hospital has done a good job getting the eight (8) property owners to agree to the sale and is now in the process of purchasing the property. Mr. Thomas suggested that the Authority take a serious look at accepting that property as a Water Authority structure. We would take ownership of the property and the dam. We already have four or five (4 or 5) Category I dams that we maintain. With the Authority taking these dams, we provide flood damage prevention. We advised the hospital that we could not accept the property until we were receiving revenue from the Utility and they have met those conditions.

Mr. Thomas stated that the Authority has been filed with another small lawsuit which is going to magistrate's court on sewer service. We own the sewer lines in the street and we own the service up toward your house to the property right-of-way. Our pipe is six inches (6") going up to the property line and then at that point, the builder or plumber ties in a four inch (4") service line. The owner is responsible to maintain that connection. Often, roots will grow into that connection. The homeowner had a problem, called a plumber who dug the line up, and found root intrusion at the connection. The plumber called the Authority because we like to look at our six (6") inch line to make sure that it is clean. We televised it and there were some real fine roots but that was not where the blockage was. We allowed the plumber to reconnect and leave the hole open because this was on a Friday and instead of working overtime we would come back on Monday to clean out our line. The homeowners plumbing worked fine over the weekend. We returned on Monday and finished cleaning out our line and finished the connection.

Later, the homeowner decided that he wanted the Authority to pay his plumber's bill as he felt that this was the Authority's fault. This happened while Mr. Brannan was still here. He had sent a letter to the homeowner explaining that the plumber's bill was the responsibility of the homeowner. When the homeowner received this response, he filed a lawsuit in magistrate's court. We have turned this over to our insurance company and they are considering a claim. The insurance company's attorney is attending the hearing in the magistrate's court and they have met with our employees to discuss what happened. Mr. Thomas will keep the Board informed.

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Mr. Thomas reminded the Board about the AWWA conference in Toronto in June and handed out a schedule of flights for the Board's consideration. Mr. Thomas asked the Board to let Ms. Matthews know their decision by Monday at the budget meeting.

Chairman McQueen stated that the Board will have a Called Budget Board Meeting on Monday, April 9, 2007 at our Smith Community Use Building at 9:30 a.m.

Chairman McQueen stated that he asked Suzanne Brown, our Public Information Officer, to come up with an information card that could be used as a reference for the Stormwater Utility. Ms. Brown passed out these reference cards to each Board member. Chairman McQueen also wanted to know on Monday how much the Authority has spent on the Stormwater Utility. Mr. Thomas has already received a few complaints in regard to the Stormwater fee.

Chairman McQueen stated that he had contacted each Board member about employee compensation and wanted to discuss it today, but with spring break and three Board members not here, he asked that it be discussed first thing on Monday, April 9th, at 9:30 a.m. Staff would report to the meeting at 10:00 a.m. Chairman McQueen asked Mr. Thomas to call each Board member so that they will know that employee compensation would be the first order of business on Monday, April 9th.

Upon Motion by John Chafin and seconded by Lloyd Joiner 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.

Pete McQueen, Chairman

Walter Marie Barber, Secretary/Treasurer