

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road
Morrow, Georgia 30260

Regular Board Meeting, February 7, 2008

Chairman, Pete McQueen, called the meeting to order at 2:05 p.m.

Present at the meeting were: Chairman, Pete McQueen, Vice Chairman, Lloyd Joiner, and Board Members, Wes Greene, John Westervelt, and John Chafin. General Manager, P. Michael Thomas, Deputy Manager, Mike Bennett, Department Managers, Guy Pihera, Herbert Etheridge, Teresa Adams, Jim Poff and Terry Moy, Project Engineer, Mike Buffington, Finance Director, Emory McHugh, MIS Director, Rodney Crowell, Stormwater Program Manager, Kevin Osbey, Risk Manager, Karen Riser, Customer Accounts Director, Brian Robinson, Human Resources Director, Ed Durham, Public Information Officer, Suzanne Brown, and Executive Secretary, Janet Matthews. Also present were: Steve Fincher of Fincher, Denmark & Williams, Jay Kirk and Steve Lavinder from CH2M Hill, Rodney Givens of Engineering Design Technologies, Incorporated (EDT), Julie Augustus from VM Direct and the following employees: Jumeka Strickland and Terry Hicks.

Chairman McQueen called on Jumeka Strickland, Customer Service Representative, to give the invocation.

Approval of Minutes: Chairman McQueen called for any omissions or additions to the Regular and Executive Session Board Meeting minutes of Thursday, January 10, 2008. 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 eight-month period ending December 31, 2007.

Dozer Bid Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction.

BIDDER	STATE CONTRACT
Tractor & Equipment Co. Forest Park, GA	Komatsu D37PX-21 \$83,600.00 (40% off list)
Metrac Atlanta, GA	Deere 550J \$104,252.00 (25% off list)

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Staff recommends purchasing one Komatsu D37PX-21 Dozer from Tractor and Equipment Company in the amount of \$83,600.00 under a State of Georgia Purchasing Contract. This purchasing contract provides for at least 2 vendors to quote/supply equipment at a percent off current list price. Our research indicates that purchasing under this contract results in a savings of \$4,000.00 - \$5,000.00 due to the Vendor anticipating sales of numerous units under this contact as opposed to separate bids for one unit to separate municipal/county entities. This purchase was budgeted at \$86,000.00 in the FY 2007 Approved Budget.

Board member, John Chafin, inquired as to the need for this dozer, in that smaller, similar equipment could do the same work.

Mr. Etheridge explained that last year the Authority spent almost twenty-six thousand dollars (\$26,000) in rental fees for this type of equipment. This year we have pipeline jobs that will require a dozer and the Wastewater Maintenance section will be using it to clear sewer easements.

UPON Motion by Lloyd Joiner and seconded by John Westervelt it was

RESOLVED: to approve the purchase of one Komatsu D37PX-21 Dozer from Tractor and Equipment Company in the amount of eighty-three thousand six hundred dollars (\$83,600.00) under a State of Georgia Purchasing Contract.

Board member, John Chafin opposed the Motion and Board member, Wes Greene, abstained.

Loader Bid Recommendation: Mr. Etheridge continued with a request for a 22,000 pound Wheel Loader to replace twenty-two (22) year old equipment currently being used.

BIDDER	STATE CONTRACT
Tractor & Equipment Co. Forest Park, GA	Komatsu WA-200-5L \$97,682.00 (41% off list)
METRAC Atlanta, GA	Deere 444J \$98,321.00 (30% off list)

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Staff recommends purchasing one Komatsu WA-200-5L Wheel Loader from Tractor and Equipment Company in the amount of \$97,682.00 under a State of Georgia Purchasing Contract. This purchasing contract provides for at least 2 vendors to quote/supply equipment at a percent off current list price. Our research indicates that purchasing under this contract results in a savings of \$6,000.00 - \$8,000.00 due to the Vendor anticipating sales of numerous units under this contact as opposed to separate bids for one unit to separate municipal/county entities. This purchase was budgeted at \$108,000.00 in the FY 2007 Approved Budget.

UPON Motion by John Chafin and seconded by Wes Greene it was unanimously

RESOLVED: to approve the purchase of one Komatsu WA-200-5L Wheel Loader from Tractor and Equipment Company in the amount of ninety-seven thousand six hundred eighty-two dollars (\$97,682.00) under a State of Georgia Purchasing Contract.

Southern Road Pipe Bursting Proposal Recommendation: Chairman McQueen called on Terry Moy, Manager of Program Management & Engineering, who stated that the Authority is requesting a Sewer Upgrade on Southern Road to handle additional capacity.

The purpose of this work is to increase the size and capacity of the sewer on Southern Road that serves two of CCWA's largest water and sewer customers (Fresh Express and Toto Industries). Because of the urgent need to provide immediate relief to the existing sewer system, this RFP was prepared as an emergency authorization.

CCWA prepared an RFP based on completing the work using a trenchless technology called pipebursting. Because pipebursting is an emerging technology, experience and qualifications were considered in ranking the proposals.

Two of the contractors proposed completion schedules of 25 days (IEG and Wade Coats) with the other two contractors proposing 45 day schedules. IEG ranked highest in the evaluation and also has Minority Based Enterprise/Woman Based Enterprise (MBE/WBE) certifications from the City of Atlanta.

Staff recommends award to IEG.

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Summary Ranking

Criteria	Points Value	IEG	WADE COOTS/HAPM	Brent Scarborough & Company	SouthEast Pipe
Qualifications and experience	25	23.3	22.7	10	19
References	25	23.3	23.3	13.3	23.3
Costs	50	40	30	50	20
Total Possible Points	100	86.6	76	73.3	62.3

Cost Summary

Proposer	Unit Price	Extended Total
Brent Scarborough	\$ 69.95	\$139,900
IEG	\$ 73.00	\$146,000
Wade Coots	\$ 94.00	\$188,000
Southeast Pipe	\$104.00	\$208,000

UPON Motion by John Chafin and seconded by John Westervelt it was unanimously

RESOLVED: to award this emergency authorization to IEG for the Unit Price of seventy-three dollars (\$73.00) and an Extended Total of one hundred forty-six thousand dollars (\$146,000), using trenchless technology called pipebursting, to increase the size and capacity of the sewer on Southern Road.

Jesters Creek Stream Restoration Design Task Order: Mr. Moy continued with East Jesters Creek Stream Restoration.

The CCWA Watershed Management Plan identified East Jesters Creek as degraded due to historic land use practices that removed the natural vegetation that protected the stream banks. The channel does not promote suitable habitat for fish and macroinvertebrates resulting in poor water quality in the stream. East Jesters Creek is one of CCWA's water supply watersheds.

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Georgia EPD has awarded a total of \$916,500 in grant funds for the design and construction of this work. CCWA plans to use a portion of this grant to fund the design of the project and the remainder for construction. The current total construction cost of this work is estimated to be \$1.5 to \$1.8 million dollars.

The project will include grading and construction of a stable stream channel on two separate reaches of the stream consisting of approximately 2,200 foot of an “upper” segment and 3,000 foot of a “lower” segment along with native vegetation plantings. This should improve the habitat conditions in the channel; improve water quality; stabilize the stream banks; reduce erosion; and promote growth and survival of fish and macroinvertebrates.

Project Managers:
CH2M Hill, Engineers – Phil Sacco
Clayton County Water Authority – Kevin Osbey

Design Costs: \$243,500
Design costs are based on a not to exceed amount and are itemized to reflect preliminary and final design costs for the upper and lower stream segments.

Funding:
The project will be funded by EPD Grant and CCWA Stormwater revenues.

TASK ORDER NO. SW-07-04

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 *East Jesters Creek Phase 3 Stream Restoration Design*.

Background

The purpose of this Task Order is to provide technical services, including Design and Bid Services, for the PROJECT.

The PROJECT involves a combination of Priority 1 and 2 stream restoration techniques on two reaches of East Jesters Creek on public lands owned by the City of Morrow and the City of Lake City. Privately owned property will be avoided or an easement will be obtained by OWNER. The natural stream channels are degraded due to historic dredging and ongoing severe bed and bank erosion caused by altered hydrology and increased flow in the watershed. Natural channel design methods will be used for the construction of riffle and pool habitats and stream meander.

The restoration reach on the City of Morrow’s property extends about 3,000 feet upstream of Morrow Road. The origin of this restored reach will merge with the end of the completed stream restoration (East Jesters Creek at Reynolds Road project). The City of Morrow supports this PROJECT, which is an extension of the 2,200 feet of restored channel completed on their property. Under Task Order SW-07-03,

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the 3,000-foot PROJECT will be referred to as the lower reach. The restoration reach on the City of Lake City's property extends about 1,600 feet downstream of Kenyon Road. This section will be referred to as the upper reach. The total PROJECT length for the restoration of both reaches is about 4,600 feet. The preliminary design work for the upper reach will be reviewed by OWNER, City of Morrow and Lake City officials to determine if the restoration of the upper reach should be completed. This Task Order (SW-07-03) provides a scope of work and a compensation schedule for final design for the upper and lower reaches combined as well as for the lower reach only.

Article 1 — Scope of Services

The scope of services for OWNERS fiscal years 2007-08 and 2008-09:

Task 1 – Conceptual Design (30%) for Lower and Upper Reaches

Task 2 – Final Design of Upper and Lower Reaches

Task 3 – Final Design of Lower Reach

ENGINEER will not commence activities on Tasks 2 or 3 until work under Task 1 is completed and written authorization is given by OWNER.

Task 1 – Conceptual Design (30%) for Lower and Upper Reaches

Task 1.1 Topographic, Location, and Tree Surveys ENGINEER will conduct topographic, location, and tree surveys of the PROJECT

site. The required survey information is as follows:

- **Topographic and location surveys of approximately 4,600 linear feet of East Jesters Creek and associated floodplain (approximately 38.5 acres). Approximately 3.5 acres are included in the reach downstream of Kenyon Road and 35 acres are included in the reach upstream of Morrow Road.**
- **The topographic survey will be at 1-ft contour intervals.**
- **Utility line locations within the PROJECT area (storm drain, sanitary sewer, water, gas, power, phone, etc.), as can be determined from field observations or readily obtainable information that will be provided by OWNER. The survey company will have all existing utilities marked by a utility location company as part of its scope of services.**
- **Information such as pier locations, pier widths, channel cross-section at upstream and downstream faces of bridge, low chord elevations, top of road elevations, abutments, etc. at Morrow and Kenyon Roads.**
- **Rim and invert elevations on storm sewer and sanitary sewer structures, and identification of pipe sizes and material type within the PROJECT limits.**
- **The 100-year flood elevation based on the current Federal Insurance Rate Map (FIRM) along with any drainage or floodplain easements.**
- **Map showing the property lines and zoning classification of the adjacent properties based on Clayton County Zoning or Tax Maps.**
- **Tree survey listing the species of trees greater than 12-inch diameter at breast high (DBH).**

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- **Setting of at least four new permanent benchmarks, one at each end of both of the reaches that make up the PROJECT site referenced to existing Clayton County benchmarks.**

1.2 Easement Acquisitions OWNER is responsible for obtaining construction and/or permanent easements for access, construction, valuations, and other issues related to property or easement acquisitions. OWNER will coordinate with private property owners for survey and other access. ENGINEER will provide OWNER with areas that will require easement acquisitions during the conceptual design.

Task 1.3- Conceptual Planning and Data Collection ENGINEER will review existing data, maps, documents, and other information applicable to the stream improvements made available by OWNER. These may include:

- **Existing hydrologic and hydraulic reports and stormwater management studies**
- **Topographic maps, aerial photographs, and GIS maps**
- **Plans for proposed or ongoing development that may impact the PROJECT**

ENGINEER will perform a site reconnaissance of the upper and lower reaches and floodplains to determine existing conditions. ENGINEER will also perform a Level II fluvial geomorphic assessment and stream classification based on the Rosgen stream classification system (D.L. Rosgen, Catena, 1994), and record the data collected in either the Ohio Department of Natural Resources (DNR) spreadsheet or RiverMorph™ software.

ENGINEER will calculate the channel-forming discharge (bankfull discharge) using analysis from cross-section data collected by the ENGINEER, and will verify the analysis using Georgia and North Carolina Rural and Urban Piedmont Regional curves.

ENGINEER will determine stream bank erodability based on particle-size distributions (collected in the field at up to four locations) and shear stress analysis for the entire reach. Stream Bank Erosion Hazard Index (BEHI) and Near-Bank Stress (NBS) techniques developed by Rosgen (2001) will be used to determine sediment transport and lateral accretion. Additionally, ENGINEER will estimate pre- and post-design shear stress to demonstrate that channel morphology and proposed stream bank stabilization measures are appropriate for the design channel.

Prior to construction, ENGINEER will conduct a habitat assessment and collect and analyze benthic macroinvertebrate samples from the site following Georgia Rapid Biological Assessment procedures. Data will be used for meeting 319 Grant requirements and USACE pre-construction assessment guidelines.

ENGINEER will prepare conceptual stream plans showing the plan view of the design channel and its departure from existing conditions. The Conceptual Plan will be reviewed by the OWNER. ENGINEER will use the Conceptual Plan to develop the USACE application for the Nationwide 27 permit that will be required as part of Task 2 or 3.

ENGINEER will review existing Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and FIRM(s) to assess the potential impact of realigning the existing channel centerline on the effective FIRM 1 percent change floodplain. The OWNER will provide the most recent available, if any, effective digital hydrologic and hydraulic models and supporting documentation.

Task 1.4- 30 Percent Design ENGINEER will use reference reach data to develop dimensionless ratios for designing the stream's dimensions, plan, and profile. Using

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ranges of parameters derived from the selected reference reach or reaches, the channel path will be shown in the plan view. Typical channel cross-sections will be developed.

ENGINEER will prepare a 30 Percent Design that will include summary design calculations, restoration PROJECT layout (plan view), preliminary detail drawings and a Class 4 cost estimate based on guidelines from the American Association of the Advancement of Cost Engineering International (AAACEI). The drawings will include a cover sheet (with sheet index), general notes, plan view, typical cross-section details, other typical details, and draft planting schedule.

Task 2– Final Design of Upper and Lower Reaches

The scope of work described in Task 2 provides services by ENGINEER for the final design of both the upper and lower reaches upon authorization by OWNER.

Task 2.1- 60 Percent Design ENGINEER will prepare 60 Percent Design Documents for upper and lower reaches consisting of construction drawings, technical specifications, and a 60 percent estimate of probable construction cost. Specifically, the drawings will include the following components:

- **Class 3 (AAACEI) Cost Estimate**
- **Sequence of Construction**
- **Existing and Proposed Typical Grading Cross-Sections**
- **Existing and Proposed Stream Profile**
- **Soil Bioengineering Details**
- **Planting Plan and Planting Schedules**
- **Outline of Supplementary Conditions, to adequately describe items which are not in the standard General Conditions**

ENGINEER will estimate runoff volumes and peak flow rates for various rainfall events necessary for the design. Values of peak discharges will be checked against with field observations of morphological features in and along the stream.

ENGINEER will evaluate the effects of the PROJECT on the 1 percent probability floodplain (100-year) of East Jesters Creek and the potential to meet the minimum floodplain management criteria of the National Flood Insurance Program (NFIP) and local governments' floodplain management regulations. ENGINEER will modify the FEMA Effective Hydrologic Engineering Center's River Analysis System (HEC-RAS) or HEC-2 model and will estimate the pre- and post-design water surface elevations associated with the 100-year storm event. Preparation of Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) and FEMA coordination (if required) will be conducted under a separate Task Order. The effective HEC-RAS model will be used as the base condition model in the review of the proposed condition model for documenting a "no-rise" condition, as is expected for this PROJECT.

OWNER assumes responsibility for preparing the following Division 00 specifications with PROJECT information supplied by the ENGINEER:

- **General Conditions**
- **Bonds**
- **Contract and Insurance Requirements**
- **Invitation to Bid**
- **Instructions to Bidders**

ENGINEER will prepare the following Division 00 specifications

- **Bid Form**

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- **Supplementary Conditions**

ENGINEER will provide draft Division 1 through 33 technical specifications, as needed. ENGINEER will use OWNER's technical specifications for water and sanitary sewer pipeline work proposed for use in developing these documents.

ENGINEER will prepare a Class 3 (AACEI) cost estimate. The 60 Percent Design Documents will be reviewed internally by ENGINEER's senior reviewers prior to distribution to OWNER.

ENGINEER will meet with OWNER to review the 60 Percent Design Documents. The review meeting will be conducted to discuss OWNER comments and to confirm that the PROJECT plans and specifications reflect site conditions, the requirements for construction, and the goals of the PROJECT. OWNER's redlined comments on the plans and specifications will be provided to the ENGINEER.

ENGINEER will review and discuss the comments with the OWNER and incorporate all agreed-upon comments into the Final Design Documents.

Task 2.2- Final Design Documents ENGINEER will prepare Final Design Documents (90 Percent Design) after review and comment by OWNER on previous deliverables (60 Percent Design). The Final Design Documents will consist of drawings, specifications, and the final ENGINEER's cost estimate (Class 2 AACEI).

Final Design drawings will be developed from the 60 Percent Design and may include, but will not be limited to, the following:

- **Title sheet, sheet index, location map, drawing layout map**
- **Construction notes**
- **Geometric layout/survey control sheet**
- **Grading plan**
- **Typical cross-sections**
- **Existing and proposed stream profiles**
- **Soil Bioengineering, In-Stream Structure, Other Details**
- **Planting Plan and Planting Schedules**

ENGINEER will incorporate the Division 00 documents mentioned previously in a format specified by OWNER for inclusion in a complete set of specifications for OWNER review.

ENGINEER will provide the Division 01 through 33 technical specifications, as applicable for the design. ENGINEER's senior reviewers will review the final design prior to distribution.

Any changes needed to the PROJECT plans or specifications will be provided in writing by the OWNER, and the ENGINEER will incorporate these as needed into the Contract Documents.

Task 2.3- Contract Documents ENGINEER will prepare Contract Documents (100 Percent Design). The Contract Documents will consist of signed and sealed design plans and specifications. Contract Documents will be prepared for distribution as described in Task 2.4 below.

Task 2.4- Permitting Services ENGINEER will coordinate with the US Army Corps of Engineers (USACE) to discuss the Conceptual Plan for both upper and lower reaches. ENGINEER will prepare the Pre-Construction Notification (PCN) for the Nationwide 27 permit (Stream and Wetland Restoration Activities) required by the USACE. The PCN will include a survey of protected species.

ENGINEER will prepare and submit the State stream buffer variance application.

ENGINEER will prepare the National Pollutant Discharge Elimination System (NPDES) stormwater construction permit notice of intent (NOI) and Erosion, Sediment, and Pollution Control Plan (ESPCP).

The NOI will be sent to the appropriate reviewing office of EPD and/or local issuing authorities.

OWNER will be responsible for NPDES Permit Application fees.

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- Task 2.5– Bid Services** Under Task 2.5, ENGINEER will provide the following services:
- Document Preparation- ENGINEER will prepare and print up to twelve (12) sets of full-size or half-size Contract Documents. ENGINEER will distribute Contract Documents to OWNER and Bidders.
 - Pre-bid Meeting- ENGINEER will conduct and attend one (1) mandatory pre-bid proposal meeting and provide clarifying information about the PROJECT.
 - Addenda- ENGINEER will be the point-of-contact for Bidders and will collect and log-in written Bidder inquiries. The ENGINEER will respond to Bidder inquiries via a written Addendum containing responses to inquiries and clarifications, which will simultaneously be issued to Bidders. ENGINEER will issue up to two (2) addenda. All issued addenda will be incorporated into the conformed Contract Documents.
 - Distribution of Contract Documents- ENGINEER will produce Bid Contract Documents and addenda and distribute to Bidders and maintain lists of holders of documents.
 - Bid Opening and recommendations- ENGINEER will attend the bid opening, review Bidders' proposals and qualifications, and comment on the most technically responsive low bidder.
 - Conformed Contract Documents- Once the bid has been awarded by the OWNER, the ENGINEER will prepare and print up to six (6) sets of full -size conformed Contract Documents for the OWNER and distribution to the Contractor.

Task 3– Final Design of Lower Reach

The scope of work provide in Task 3 is intended to replace the proposed services in Task 2, should OWNER elect to pursue the final design of the lower reach only.

Task 3.1- 60 Percent Design ENGINEER will prepare 60 Percent Design Documents for the lower reach consisting of construction drawings, technical specifications, and a 60 percent estimate of probable construction cost (Class 3, AACEI). Specifically, the drawings will include the following components:

- **Class 3 (AACEI) Cost Estimate**
- **Sequence of Construction**
- **Existing and Proposed Typical Grading Cross-Sections**
- **Existing and Proposed Stream Profile**
- **Soil Bioengineering Details**
- **Planting Plan and Planting Schedules**
- **Outline of Supplementary Conditions, to adequately describe items which are not in the standard General Conditions**

ENGINEER will estimate runoff volumes and peak flow rates for various rainfall events necessary for the design. Values of peak discharges will be checked against with field observations of morphological features in and along the stream.

ENGINEER will evaluate the effects of the PROJECT on the 1 percent probability floodplain (100-year) of East Jesters Creek and the potential to meet the minimum floodplain management criteria of the NFIP and local governments' floodplain regulations. ENGINEER will modify the FEMA HEC-RAS or HEC-2 model and will estimate the pre- and post-design water surface elevations associated with the 100-year storm event. Preparation of CLOMR and LOMR and FEMA coordination (if required) will be conducted

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under a separate Task Order. The effective HEC-RAS model will be used as the base condition model in the review of the proposed condition model for documenting a “no-rise” condition, as is expected for this PROJECT.

OWNER assumes responsibility for preparing the following Division 00 specifications with PROJECT information supplied by the ENGINEER:

- **General Conditions**
- **Bonds**
- **Contract and Insurance Requirements**
- **Invitation to Bid**
- **Instructions to Bidders**

ENGINEER will prepare the following Division 00 specifications

- **Bid Form**
- **Supplementary Conditions**

ENGINEER will provide draft Division 1 through 33 technical specifications, as needed. ENGINEER will use OWNER’s technical specifications for water and sanitary sewer pipeline work proposed for use in developing these documents.

ENGINEER will prepare a Class 3 (AAECI) cost estimate. The 60 Percent Design Documents will be reviewed internally by ENGINEER’s senior reviewers prior to distribution to OWNER.

ENGINEER will meet with OWNER to review the 60 Percent Design Documents. The review meeting will be conducted to discuss OWNER comments and to confirm that the PROJECT plans and specifications reflect site conditions, the requirements for construction, and the goals of the PROJECT. OWNER’s redlined comments on the plans and specifications will be provided to the ENGINEER.

ENGINEER will review and discuss the comments with the OWNER and incorporate all agreed-upon comments into the Final Design Documents.

Task 3.2- Final Design Documents ENGINEER will prepare Final Design Documents (90 Percent Design) after review and comment by OWNER on previous deliverables (60 Percent Design). The Final Design Documents will consist of drawings, specifications, and the final ENGINEER’s cost estimate (Class 2, AAECI).

Final Design drawings will be developed from the 60 Percent Design and may include, but will not be limited to, the following:

- **Title sheet, sheet index, location map, drawing layout map**
- **Construction notes**
- **Geometric layout/survey control sheet**
- **Grading plan**
- **Typical cross-sections**
- **Existing and proposed stream profiles**
- **Soil Bioengineering, In-Stream Structure, Other Details**
- **Planting Plan and Planting Schedules**

ENGINEER will incorporate the Division 00 documents mentioned previously in a format specified by OWNER for inclusion in a complete set of specifications for OWNER review.

ENGINEER will provide the Division 01 through 33 technical specifications, as applicable for the design. ENGINEER’s senior reviewers will review the final design prior to distribution.

Any changes needed to the PROJECT plans or specifications will be provided in writing by the OWNER, and the ENGINEER will incorporate these as needed into the Contract Documents.

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Task 3.3- Contract Documents ENGINEER will prepare Contract Documents (100 Percent Design). The Contract Documents will consist of signed and sealed design plans and specifications. Contract Documents will be prepared for distribution as described in Task 6 below.

Task 3.4- Permitting Services ENGINEER will coordinate with the USACE to discuss the Conceptual Plan for the lower reach. ENGINEER will prepare the PCN for the Nationwide 27 permit (Stream and Wetland Restoration Activities) required by the USACE. The PCN will include a survey of protected species. ENGINEER will prepare and submit the State stream buffer variance application. ENGINEER will prepare the NPDES stormwater construction permit NOI and ESPCP. The NOI will be sent to the appropriate reviewing office of EPD and/or local issuing authorities. OWNER will be responsible for NPDES Permit Application fees.

Task 3.5- Bid Services Under Task 3.5, ENGINEER will provide the following services:

- Document Preparation- ENGINEER will prepare and print up to twelve (12) sets of full-size or half-size Contract Documents. ENGINEER will distribute Contract Documents to OWNER and Bidders.
- Pre-bid Meeting- ENGINEER will conduct and attend one (1) mandatory pre-bid proposal meeting and provide clarifying information about the PROJECT.
- Addenda- ENGINEER will be the point-of-contact for Bidders and will collect and log-in written Bidder inquiries. The ENGINEER will respond to Bidder inquiries via a written Addendum containing responses to inquiries and clarifications, which will simultaneously be issued to Bidders. ENGINEER will issue up to two (2) addenda. All issued addenda will be incorporated into the conformed Contract Documents.
- Distribution of Contract Documents- ENGINEER will produce Bid Contract Documents and addenda and distribute to Bidders and maintain lists of holders of documents.
- Bid Opening and recommendations- ENGINEER will attend the bid opening, review Bidders' proposals and qualifications, and comment on the most technically responsive low bidder.
- Conformed Contract Documents- Once the bid has been awarded by the OWNER, the ENGINEER will prepare and print up to six (6) sets of full -size conformed Contract Documents for the OWNER and distribution to the Contractor.

ENGINEER's Deliverables by Task

ENGINEER will submit the following to the OWNER:

- Task 1 Deliverables**
- Survey data in AutoCAD 2004 or earlier version.
 - Up to two easement exhibits (figures) for each easement acquisition
 - Results of the field studies completed in this task will be reported in a brief Technical Memorandum (TM). The TM will include a conceptual plan of the PROJECT. The data will be consistent with USACE mitigation requirements published in the most recent version of the Standard Operating Procedures, "Compensatory Mitigation, Wetlands, Open Water, and Streams."

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- Two (2) copies of the 30 Percent Design drawings in 11" x 17" format.
- Class 4 (AAECI) Cost Estimate.
- Attendance at 1 meeting with the OWNER at OWNER's office to discuss PROJECT layout, and review the organization of Division 00 and Division 01 specifications, and to review the Class 4 cost estimate.

Task 2 or 3 Deliverables • If justified by the hydraulic modeling results, the Clayton County Water Authority's Engineering No-Rise Certification Form to OWNER certifying a "no rise" condition in the East Jesters Creek 100-year floodplain due to the buffer enhancements and stream work.

- Two (2) copies of the 60 Percent Design Documents in 11" x 17" format, and draft technical specifications.
- Attendance at 1 meeting with OWNER to finalize 60 Percent Design Documents and discuss how review comments will be addressed.
- Two (2) copies of the 90 Percent Design Contract Documents consisting of one set of 11" x 17" drawings, and one set of full-size sheets (22" x 34"), and draft technical specifications.
- One (1) reproducible set of Bid Drawings (22" by 34" copies [full-size]) and one (1) digital copy in OWNER preferred format.
- Final ENGINEER's estimate of probable construction cost (one [1] hard copy unbound and one [1] digital copy in Word or PDF format)
- 6 sets of full-size Contract Documents
- Four (4) copies of the PCN will be submitted to the USACE to be distributed to the members of the Interagency Review Team (IRT) and two (2) copies of the PCN will be submitted to OWNER. This will include a Protected Species Assessment.
- One (1) copy of the State Stream Buffer Variance documentation will be submitted to EPD and one (1) copy will be submitted to OWNER.
- One (1) copy of the NPDES stormwater construction permit, NOI documentation, and ESPCP will be submitted to EPD and appropriate local issuing authorities, and one (1) copy will be submitted to OWNER.
- Respond to two sets of written inquires from bidders, submitted within the specified inquiry period, providing clarifications as necessary.
- Provide up to twelve (12) sets of full-size drawings and Bid Contract Documents.

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- If necessary, issue up to two (2) addenda for review by OWNER and distribution by ENGINEER.
- Attend pre-bid meeting and site visit.
- Submit bid tabulation to OWNER.
- Provide OWNER a list of ranked bidders based on low cost and responsiveness.
- Six (6) full-sized conformed Contract Documents.

ENGINEER's Assumptions by Task

General Assumptions • ENGINEER is not responsible for the identification, assessment, or remediation of hazardous waste.

- The following will be considered extra services and would require adjustments to the fee and schedule:
 - ✓ Revisions and changes in drawings, specifications, or other documents, when such revisions and changes are inconsistent with approvals or instructions previously given by OWNER;
 - ✓ Revisions and changes required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or the preparation of alternate or deductive change orders requested by OWNER.
 - ✓ CLOMR and /or LOMR coordination and preparation of submittals.
- The Design and Bid Services will be completed during fiscal years of 2007 and 2008 of OWNER.

Task 1- Preliminary Design of Upper and Lower Reaches • OWNER will provide the ENGINEER access to all available horizontal and vertical surveys, plans, aerial photographs, hydraulic and hydrologic modeling data, Design Documents, and data applicable to this effort. Such documents may form the basis of some or all of the design and, therefore, any revisions or updates to any information provided will be forwarded to the ENGINEER as soon as practicable to avoid having to stop work or re-perform work already completed.

- ENGINEER assumes that this PROJECT will not require resetting of property corners/lines.
- A horizontal control point will be established by the surveyor at each reach making up the PROJECT site.
- A property survey or locating property lines is not necessary for the design. Existing property maps will be used to determine location and ownership. OWNER will be responsible for property surveys to obtain necessary easements.

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- Existing reference reach data will be suitable for designing Rosgen Type B, channel for the upper and lower reaches.
- Assumes a 2-day field effort for each reach (total of 4-days) to complete the site reconnaissance and biological sampling.
- Biological data (benthos) are required by the USACE for completion of the Nationwide 27 and for reporting to the EPD as partial completion of the 319 Grant application. Biological data will be collected at one location.
- No geotechnical work will be required for the completion of the design phase activities.
- City of Morrow and Lake City, through OWNER will provide existing data, maps, documents, and other information applicable to the stream.
- ENGINEER will respond to one set of OWNER comments on the 30 Percent Design Documents.
- The schedule assumes review time by OWNER of fourteen (14) calendar days for the 30 Percent Design Documents.
- The 30% design layout will be submitted for the OWNER's review and comment prior to proceeding further with the design. This scope assumes that no changes will be made to the PROJECT layout after it is reviewed by the OWNER, and OWNER's comments are addressed by the ENGINEER.

Task 2 or 3- Final Design • Neither a CLOMR nor a LOMR for this section of East Jesters Creek will be required for this PROJECT. Based on the hydraulic modeling results, ENGINEER will provide the OWNER the Clayton County Water Authority's Engineering No-Rise Certification Form documenting a "no rise" condition in the 100-year floodplain of East Jesters Creek due to the buffer enhancements and tributary stream work. Costs associated with FEMA coordination and preparation of CLOMR and/or LOMR submittals are not included in this Task Order.

- ENGINEER will respond to one set of OWNER comments on the 60 Percent Design Documents.
- 60 Percent Design fluvial geomorphic calculations are considered preliminary and may be revised for the final design.
- The schedule assumes review time by OWNER of fourteen (14) calendar days for the 60 Percent Design Documents.

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- A USACE Nationwide 27 permit will be prepared by the ENGINEER. It is assumed that an Individual permit will not be required by the USACE. The PROJECT schedule assumes forty-five (45) calendar days for the USACE to review the Nationwide 27 Permit Application and PCN. The schedule assumes review time by OWNER of ten (10) days prior to submitting to the USACE.
- OWNER will be responsible for obtaining applicable Conservation Easements and Restrictive Covenants.
- A Cultural Resources Survey is not included in this scope or cost estimate and is assumed to be the responsibility of OWNER. ENGINEER is responsible for conducting the Protected Species Assessment.
- The CONTRACTOR selected for the construction of the PROJECT will prepare all necessary federal, state, and local land disturbance, clearing permits, and other construction-related permits, and will be responsible for associated permit fees.
- The NOI and ESPCP will be prepared after the CONTRACTOR has been selected.
- It is assumed that City of Morrow and the Lake City are the local issuing authorities for the PROJECT reaches located on their respective property.
- The NPDES monitoring and reporting necessary for construction will be the responsibility of the CONTRACTOR.
- Buffer variance application will be prepared and submitted by ENGINEER after the Final Design has been approved by the OWNER.
- Impact area for calculating NPDES fees is assumed to be 2 acres for the upper reach and 4 acres for the lower reach.
- No onsite meetings with the home owners or regulatory agencies are part of this scope. A jurisdictional delineation by the USACE is not necessary.
- The Contract Documents will be prepared for a single construction contract.
- The schedule assumes review time by OWNER of fourteen (14) calendar days for the Contract Documents.
- No pre-qualifications of the Bidders will be required, but Bidders will be required to attend the Pre-bid meeting at the OWNER's office.
- The inquiry period for Bidders will be limited to the time specified by OWNER, which is assumed not to exceed thirty (30) calendar days. The cost estimate assumes that the ENGINEER will respond to Bidder questions via two addenda during the inquiry period.

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No questions will be answered after the inquiry period ends, which is assumed to be a minimum of seven (7) calendar days prior to the bid opening date.

ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Task 1 through 3 in Article 1 will be in accordance with the terms specified in the Master Services Agreement. Total compensation shall be Per Diem (time and expenses), with a maximum, not to exceed amount of \$243,500.00 without written approval from OWNER. If OWNER elects to pursue the final design of the lower reach only, total compensation shall be reduced to \$184,050.00. A compensation summary by task is provided in Table 1. ENGINEER will not commence activities on Task 2 or 3 until work under Task 1 is completed and written authorization is given by OWNER.

TABLE 1
Compensation Summary by Authorization
Task Order SW-07-03

	Authorization for Upper and Lower Reaches (Task 2)	Authorization for Lower Reach (Task 3)
Task 1 – Preliminary Design	\$117,080.00	\$86,360.00
Task 2 or 3 – Final Design	\$126,420.00	\$97,690.00
Total	\$243,500.00	\$184,050.00

ARTICLE 3 — SCHEDULE

This Task Order is based upon the PROJECT schedule presented in Figure 1. The schedule assumes the upper and lower reaches will be completed as a single project. This schedule also assumes forty-five (45) calendar days for the USAGE to review the Nationwide 27 Permit Application and PCN. A ninety (90) day review period is assumed to complete the application and review for the EPD stream buffer variance. The schedule assumes review time by OWNER of fourteen (14) calendar days each for deliverables in Tasks 1 through 3.

ARTICLE 4 — SCHEDULE

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 Master Services 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 _____ date of _____, 2008

By: _____
Name Title

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For ENGINEER, CH2M HILL, INC.

Dated this _____ day of _____, 2008

By: _____
Name Title

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**EXHIBIT A
 INSURANCE REQUIREMENTS**

TASK ORDER SW-07-04

East Jesters Creek Phase 3 Stream Restoration Design

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
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

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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 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 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, 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.

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Figure 1: Project Schedule

TASKS	DAYS																											
	0	1	2	3	4	5	6	7	8	9	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	
	0	0	0	0	0	0	0	0	0	0	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	0
Task 1 – Topographic, Location, and Tree Surveys	[Gantt bar from Day 0 to Day 3]																											
Task 2 – Permitting	[Gantt bar from Day 0 to Day 28]																											
USACE Permits-- Preparation and Review	[Gantt bar from Day 0 to Day 5]																											
Buffer Variance and EPD Review	[Gantt bar from Day 19 to Day 25]																											
NPDES NOI	[Gantt bar from Day 21 to Day 23]																											
Task 3 – Conceptual Planning and Data Collection	[Gantt bar from Day 0 to Day 3]																											
Task 4 - Preliminary Design	[Gantt bar from Day 0 to Day 28]																											
30 Percent Design	[Gantt bar from Day 3 to Day 6]																											
OWNER Review	[Gantt bar from Day 6 to Day 7]																											
60 Percent Design	[Gantt bar from Day 6 to Day 14]																											
OWNER and ENGINEER Senior Review	[Gantt bar from Day 14 to Day 15]																											
Task 5 – Final Design and Bid Contract Documents	[Gantt bar from Day 0 to Day 28]																											
90 Percent Design	[Gantt bar from Day 14 to Day 19]																											
OWNER and ENGINEER Senior Review	[Gantt bar from Day 19 to Day 20]																											
Bid Contract Documents	[Gantt bar from Day 20 to Day 21]																											
Conformed Contract Documents	[Gantt bar from Day 21 to Day 22]																											
Task 6 – Services During Bidding	[Gantt bar from Day 22 to Day 23]																											
Task 7 – Project Management and Reporting	[Gantt bar from Day 0 to Day 28]																											

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UPON Motion by John Chafin and seconded by John Westervelt it was unanimously

RESOLVED: to approve the East Jesters Creek Phase 3 Stream Restoration Design Project in the not-to-exceed amount of two hundred forty-three thousand five hundred dollars (\$243,500).

Smith WPP Improvements Task Order: Chairman McQueen called on Mike Buffington, Program Management Engineer.

The J. W. Smith Water Production Plant (WPP) and raw water reservoir were completed in 1985 with a design capacity of 6.0 MGD. The plant was upgraded and expanded to 12.0 MGD in 1990 and UV advanced disinfection was added in 2003. Solids handling facilities were added in 2005 at the Shoal Creek WRF to handle alum residuals from the Smith WPP as well as Biosolids from the Shoal Creek WRF. The 2005 Update to Master Plan 2000 recommended that the Smith plant be upgraded to include improvements and replacement of aging and outdated equipment.

This project includes engineering design services provided by CH2M Hill to prepare a preliminary design report for the necessary improvements. These improvements will include rehab of existing filters; modifications to chemical feed and storage equipment; modifications to operations building; improvements to SCADA system; and evaluation of options to improve high service pumping from the plant to the distribution system. The task order will include site visits; evaluation of the recommended improvements; preliminary cost estimates; and preparation of the preliminary design report. This report will be used to prioritize improvements and develop detailed design and construction documents.

Project Managers:
CH2M Hill, Engineers – Jay Kirk
Clayton County Water Authority – Mike Buffington

Proposed Task Order Amount:
Task Order Amount – \$ 95,000
Time and Materials (not to exceed amount)

Funding:
The project will be funded by Series 2005 Bond Issue

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TASK ORDER NO. BO-05-05

This Task Order is an attachment to the Master Services Agreement (“AGREEMENT”) between CH2M HILL, INC., (“ENGINEER”) and the CLAYTON COUNTY WATER AUTHORITY (“OWNER”) for a PROJECT generally described as *J.W. Smith Water Production Plant Improvements Preliminary Design*.

Background

The purpose of this Task Order is to provide engineering design services for the rehabilitation of selected treatment processes at the J.W. Smith Water Production Plant (WPP). The engineering design services included in this Task Order will be performed to evaluate various options for the rehabilitation of the identified processes and infrastructure at the J.W. Smith WPP and recommend improvements for the facility. In addition, an order of magnitude cost estimate will be prepared to assist the OWNER in finalizing the improvements for the detailed design of the J.W. Smith WPP improvements project.

ARTICLE 1- SCOPE OF SERVICES

The scope of services includes:

Task 1- Site Visits and Meetings

Task 2- Preliminary Engineering Design Services

Task 3- Distribution System Modeling Support

Task 1- Site Visits and Meetings

The preliminary design effort for the J.W. Smith WPP Improvements project will be initiated with a site visit to the facility by ENGINEER to assess the infrastructure being improved as part of this Task Order. The ENGINEER’s staff attending the site visit will consist of a team member from each of the following design disciplines: architectural, structural, instrumentation and controls (I&C), electrical, and process mechanical. During this initial site visit, a kick-off meeting will be held between the ENGINEER and the OWNER to establish lines of communication, to understand all project team member’s expectations, and to identify critical success factors for the project. The kick-off meeting will also include a review of the schedule of deliverables for the preliminary engineering phase.

During the preliminary engineering effort, the ENGINEER and OWNER will hold one progress meeting to discuss options identified for the areas recommended for improvement. This meeting will be held at the J.W. Smith WPP with the intent of reviewing the OWNER’s preferences for improvements and discuss the preliminary engineering tasks completed in conjunction with Task 2. This meeting will serve as a progress meeting on the preliminary engineering effort. Upon the completion of the preliminary engineering report, a final meeting will be held with the OWNER’s staff to discuss the recommended options for the areas of improvements and review the order or magnitude cost estimate prepared.

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ENGINEER's Assumptions The following ENGINEER's assumptions are included in Task 1:

- A total of three site visits and meetings are scheduled as part of Task 1. Additional site visits and meetings will be considered additional services.
- The design progress meeting and project closure meeting will consist of four members of the ENGINEER's staff for a total of 8 hours per staff member.
- The ENGINEER's architectural and structural team members attending the site visit will visit the site for approximately 4 hours per team member. It is assumed that this architectural and structural team will consist of two individuals.
- The ENGINEER's electrical and I&C team members attending the site visit will visit the site for approximately 8 hours per team member. It is assumed that this electrical and I&C team will consist of two individuals.
- The ENGINEER's process mechanical team members attending the site visit will visit the site for approximately 24 hours per team member. It is assumed that this process mechanical team will consist of three individuals.

Deliverables

There are no deliverables associated with this task.

Task 2- Preliminary Engineering Design Services

The preliminary design engineering effort will focus on the rehabilitation and improvement of the following unit processes and infrastructure at the J.W. Smith WPP:

- Evaluation of the existing filter valves at the J.W. Smith WPP to determine which of the filter valves are to be replaced. This evaluation will include both the electrically actuated valves and the hydraulically actuated valves. The ENGINEER will indicate which valves are to be replaced and the filter valves currently operated by hydraulic actuators that are to be converted to electric actuators.
- Evaluation of the filter underdrains for conversion from Wheeler bottoms to IMS Cap type underdrains. Associated with this underdrain conversion, the ENGINEER will also evaluate the incorporation of air piping and blowers to convert all the filters from water only backwash to air scour backwash.
- Replacement of the existing chlorine dioxide feed system with a Purate® chlorine dioxide generation system. This will include locating the site at the J.W. Smith WPP for the addition of storage tanks and containment for the storage tanks.
- Conversion from the usage of hydrated lime to a liquid lime system or caustic soda feed system. This will include an evaluation of utilizing a proprietary liquid lime feed system, such as the system provided by Cal-Flo, or providing a large mixing tank for the

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preparation of liquid lime on-site. Included with the conversion to a new lime feed system, the demolition of the existing lime silo will be considered. The ENGINEER will also evaluate converting from the feed of a lime solution at the facility to feeding caustic soda. This would include providing new bulk storage tanks and metering pumps for

- **caustic soda. The evaluation of all options for replacing the existing hydrated lime system will consider operational and maintenance concerns and an economic evaluation.**
- Replacement of the existing fluoride feeders and alum storage tank. This replacement of the volumetric dry fluoride feeders will not consider the conversion to a liquid fluoride feed system, such as storing hydrofluorosilicic acid in bulk storage tanks. Volumetric feeders will continue to be utilized for the addition of fluoride, and the ENGINEER will identify new volumetric feed equipment for the addition of fluoride at the facility. The ENGINEER will evaluate the replacement of the existing alum tank with a new tank that will provide additional storage capacity at the facility.
- **A cost evaluation for the conversion to on-site sodium hypochlorite generation will be performed. Currently, bulk sodium hypochlorite is stored and applied at the J.W. Smith WPP, and this analysis will indicate whether or not the OWNER should consider conversion to the on-site generation of sodium hypochlorite as opposed to receiving bulk shipments of the chemical.**
- An evaluation will be performed to assess the need for potassium permanganate and powdered activated carbon at the facility. This evaluation will consist of a review of water quality data from the facility and discussion with the operational staff to determine if improvements and possible replacement of these systems is required.
- Replacement of the existing high service pumps. In conjunction with the OWNER, the ENGINEER will evaluate options for new pumps at the high service pump station, based on the modeling effort associated with Task 3 of this Task Order. Architectural and structural improvements to the high service pump station building to allow for removal of the pumps will also be considered, as well as the replacement of the existing pump motor control center.
- Modifications to the existing operations building at the J.W. Smith WPP. The ENGINEER's architectural and structural team will evaluate options for the modification of the existing operations building footprint at the facility to provide more space for operations, laboratory analyses, and a meeting room.

The ENGINEER will also consider the other identified rehabilitation-related improvements at the J.W. Smith WPP. These miscellaneous improvements shall include the following: installation of mechanically cleaned bar screens at the lower raw water pump station, demolition of the solids handling platform, addition of a pre-engineered building for storage, replacement of the sludge blow-down valves on the

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sedimentation basins, evaluation of the 30-inch raw water line immediately prior to chemical injection for corrosion, and evaluation of issues related to the recycle of backwash water decant from the sludge basins.

- The ENGINEER's instrumentation and control (I&C) team will work closely with OWNER's staff to improve the supervisory control and data acquisition (SCADA) system at the J.W. Smith WPP. The OWNER's staff will be responsible for the creation of the software and programming. The ENGINEER's I&C team will generate the I/O list for the OWNER based on the improvements identified as part of the preliminary design effort. Location of new control panels for the improvements included in this preliminary design will be recommended and coordinated with the OWNER. The replacement of the existing filter consoles with new control panels will also be evaluated. Removal of existing lime silo will include removal of SCADA tower and installation of repeater at pump building on top of dam.
- A preliminary construction cost estimate (+30%/-15%) will be developed at the end of the preliminary design phase for all of the improvements identified in order to prioritize the improvements to match the capital funding available for construction. Based on this cost estimate, adjustments to the number or type of capital improvements will be made to meet the overall construction cost estimate and design estimate.

The preliminary engineering design effort will culminate with the ENGINEER's preparation of a preliminary design report that will serve as the guiding document for the subsequent detailed design of the improvements at the J.W. Smith WPP. This preliminary design report will present an evaluation of all of the options considered for the improvements at the facility and will result in recommended improvements. Design criteria will be developed for the chemical feed system improvements and high service pump replacement, and this information will be presented in the report. Layouts for the filter modifications and chemical feed improvements and consideration for construction sequencing will be prepared as part of the creation of the preliminary design report.

The preliminary design report will include preliminary drawings and sketches showing the recommended improvements to the infrastructure at the J.W. Smith WPP. This will include layouts for the chemical feed system improvements and high service pump replacement, as well as architectural and structural drawings to demonstrate the recommended modifications to the existing buildings at the J.W. Smith WPP. Preliminary process and instrumentation diagrams (P&IDs) will be prepared for the chemical feed system modifications. In addition, an overall electrical one-line diagram for the facility will be prepared to demonstrate the impact of the proposed improvements on the electrical infrastructure.

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ENGINEER's Assumptions The following ENGINEER's assumptions are included in Task 2:

- **The ENGINEER will utilize existing electronic drawings of the J.W. Smith WPP provided by the OWNER to create the layouts and sketches associated with the preliminary design report.**
- An overall electrical load study for the J.W. Smith WPP will not be performed as part of this preliminary design.
- Existing geotechnical data will be provided by the OWNER, if needed. No funding for geotechnical investigation or surveying is included in this Task Order.
- **No additional site visits are included as part of Task 2. All site visits included for this Task Order are associated with Task 1.**
- An estimated 20 conceptual drawings and sketches are to be included with the preliminary design report prepared by the ENGINEER. This includes the following quantities of drawings from the various disciplines: 1 site civil drawing, 3 architectural drawings, 3 structural drawings, 5 process mechanical drawings, 4 electrical drawings, and 4 I&C drawings.
- The ENGINEER will submit five (5) copies of the draft preliminary design report to the OWNER for review. The ENGINEER will then submit five (5) copies of the preliminary design report to the OWNER upon incorporation of the OWNER's comments on the draft report.

Deliverables

The following deliverable is included in Task 2:

- **Preliminary Design Report for J.W. Smith WPP Improvements**

Task 3- Distribution System Modeling Support

The J.W. Smith WPP high service pump station primarily supplies finished water to the Noah's Ark ground storage tanks (GSTs) through a dedicated 7-mile long, 24-inch diameter pipeline at approximately 10 million gallons per day (mgd) (average annual basis). Maximum day demands in the vicinity of the J.W. Smith WPP and the Lovejoy Tank are approximately 0.5 mgd and 1.5 mgd, respectively. Based on a review of the computer model, approximately 40% of the demands near the J.W. Smith WPP are directly supplied by the higher service pump station while the remaining 60% comes from the Noah's Ark Re-Pump Station. The Lovejoy Tank is supplied 100% by the Noah's Ark Re-Pump Station.

The ENGINEER will evaluate three alternatives to alleviate the need to pump north to Noah's Ark GSTs and back south to the J.W. Smith WPP and Lovejoy Tank areas. The

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ENGINEER will first conduct a day of field testing to validate the accuracy of the computer model and will collect flow-head data at the J.W. Smith high service pump station after a series of digital pressure recorders are placed along the 24-inch pipeline between the J.W. Smith WPP and Noah's Ark GSTs. The OWNER's staff will install the pressure recorders at points indicated by the ENGINEER's staff. This test will confirm the hydraulic grade line (HGL) along the 24-inch pipeline under various pumping conditions at the J.W. Smith WPP. Following the field tests, the computer model will be validated and adjusted by ENGINEER as needed to align with the field HGL.

Upon verification of the computer model accuracy by ENGINEER, three alternatives will be evaluated. Alternative 1 will consider changing the J.W. Smith high service pump station into a dual station by having certain pumps dedicated to pumping north to the Noah's Ark GSTs and the remaining pumps dedicated to supplying the areas local to the J.W. Smith WPP and Lovejoy Tank. Alternative 2 will consider replacing the station with higher head pumps so that the Lovejoy Tank can be supplied directly from the 24-inch main. (Based on a review of the computer model, the existing HGL along the 24" pipeline is below the grade line of the Lovejoy Tank and thus cannot provide flow to the tank.) Alternative 3 will consider replacing the J.W. Smith high service pumps with similar pumps and installing a small booster pump station along the 24-inch main which will directly supply the Lovejoy Tank area.

Following the analysis, a draft technical memorandum (TM) will be delivered by the ENGINEER to the OWNER. Following receipt of comments from the OWNER, a final TM will be prepared and included in the Preliminary Engineering Report prepared as part of Task 2.

ENGINEER's Assumptions

The following ENGINEER's assumptions are included in Task 3:

- **One meeting pertaining to Task 3 will be held at the ENGINEER's office.**
- **The computer model has a single point demand representing the J.W. Smith WPP. The OWNER will provide manufacturer's pump curves for the high service pump station. The ENGINEER will incorporate curves into the computer model and adjust based on field tests.**
- **The ENGINEER will conduct a test at the J.W. Smith high service pump station by collecting a single operating point (flow/head) for each pump to verify the manufacturer's pump curves.**
- **The OWNER will verify that the J.W. Smith high service flow meter has been calibrated within past six months and will supply the ENGINEER with the manufacturer's flow vs. dP cut-sheet.**
- **The OWNER will assist the ENGINEER during field testing by installing several 1/2" NPT connections in the J.W. Smith high service pump station.**

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- The OWNER will assist the ENGINEER during installation of 4-6 digital pressure recorders on hydrants along the 24-inch pipeline.
- The OWNER will field verify the location of any closed valves in the vicinity of the J.W. Smith WPP and Lovejoy Tank.
- The OWNER will provide SCADA trend data for the Lovejoy and Noah's Ark Tanks as well as flow pressure data for the J.W. Smith high service pump station.
- The ENGINEER will evaluate three alternatives under Task 3
- The ENGINEER will select preliminary pump curves based on the OWNER's preferred alternative. Detailed modeling analysis will be required during a detailed design effort.
- The ENGINEER will not be evaluating variable frequency drives (VFDs) under Task 3.

Deliverables

The following deliverables are included in Task 3:

- Draft and final technical memorandum summarizing the modeling effort and results
- Updated H2OMap computer model

ARTICLE 2- COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified under the Master Services Agreement. Compensation shall be on a time and expense basis (per diem) with a not-to-exceed amount of \$95,000.00.

ARTICLE 3- SCHEDULE

This Task Order is based upon the PROJECT schedule as shown in Table 1.

TABLE 1
 Project schedule
 Task Order BO-05-05

Task	Start Date	Duration
Task 1- Site Visits and Meeting	10 days after OWNER issues NTP	1 week
Task 2- Preliminary Engineering Design Services	Upon completion of Task 1	14 weeks
Task 3-Distribution System Modeling Support	To be completed in conjunction with Task 2	14 weeks

NTP = Notice to Proceed

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ARTICLE 4- INSURANCE

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

This Task Order will become part of the referenced AGREEMENT on the effective date, which 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 _____, 2008

By: _____
Name Title

For ENGINEER, CH2M HILL, INC.

Dated this _____ day of _____, 2008

By: _____
Name Title

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**EXHIBIT A
 INSURANCE REQUIREMENTS**

TASK ORDER BO-05-05

**J. W. SMITH WATER PRODUCTION PLANT IMPROVEMENTS
 PRELIMINARY DESIGN**

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
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

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

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

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$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, 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.

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

RESOLVED: to approve the Proposed J. W. Smith Water Production Plant Improvements Preliminary Design Task Order No. BO-05-05 in the not-to-exceed amount of ninety-five thousand dollars (\$95,000).

Policy Manual Chapter 6: Chairman McQueen called on Terry Hicks who explained the process that staff is using to develop this policy manual document. Mr. Hicks stated that included in this month's proposal is Chapter 6, Purchasing And Disposal. The Board will find two versions of this Chapter. The first will be the draft chapter for Board review, including all items under this subject that were identified in previous minutes with our reasons for deletion or modification. The second document is the proposed final chapter incorporating these changes for Board approval. After all the chapters have been presented to the Board for review and approval, we will then adopt the full manual. This Policy Manual will then supersede all other Board actions.

Chairman McQueen stated that this would conclude the regular board meeting.

UPON Motion by Wes Greene and seconded by John Chafin 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.

Mr. Thomas stated that as staff is preparing the budget this time of year, we are also negotiating to renew our insurance policies.

Ed Durham, Human Resources Director, stated that staff has been negotiating with our current insurance provider, Blue Cross/Blue Shield, for a competitive renewal rate. About 90% of our employees participate in an HMO, and there are no proposed plan changes to that side.

On the PPO side there are three proposed changes.

1. PPO copay is currently twenty-five dollars (\$25) for any doctor. This would change to match the HMO copays. The copay for a primary care physician would be twenty-five dollars (\$25) and thirty-five dollars (\$35) for a specialist physician copay.
2. Raise the Maternity copay from one hundred dollars (\$100) to two hundred dollars (\$200).

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3. Raise the emergency room copay from one hundred dollars (\$100) to one hundred fifty dollars (\$150).

Blue Cross/Blue Shield came back with a five percent (5%) increase on both the HMO and PPO plans.

Mr. Durham added that if the employee stays with their current dental plan there will be a reduction in their premium of three percent (3%). We also have an Enriched Plan in which the premium will not increase, but the benefit will increase from \$1,250 to \$1,500.

Mr. Thomas stated that the Board was given a handout in regard to an educational opportunity that we are offering our Authority employees.

Mr. Durham explained that this is the Dave Ramsey series entitled "Financial Peace University" which is a business program geared to teach individuals how to deal with and improve their financial situation. Mr. Durham added that the Authority had some "wellness grant" funds available and the Authority decided to help make this series more affordable by sharing the cost. The total cost per person is one hundred fifty dollars (\$150), but using the "wellness funds" the cost of this program will only be seventy-five dollars (\$75.00) per person for the 13 week program which will begin on Tuesday, February 19 from 5:30 to 7:30 p.m. each week.

Mr. Thomas stated that each Board member has a copy of the proposed Vehicle Policy. This is a document with basic vehicle policy language which outlines what you can and cannot do with a company vehicle. The main issue that we are addressing is "take home" vehicles. We have established, through this policy, criteria for an employee that has a "take home" vehicle.

STATE OF GEORGIA
COUNTY OF CLAYTON

POLICY MANUAL AMENDMENT

COMES NOW the Board of Directors of the Clayton County Water Authority, and hereby adopts this amendment to the CCWA Policy Manuel, Chapter ____, by adding the following policies regarding the use of vehicles for Company business:

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Vehicle Use Policy

It is the policy of the CCWA that certain positions require employee use of company vehicles, either during the work shift or on a continuous 24-hour on-call basis. CCWA vehicles are not personal vehicles and are not for personal use. Company vehicles should be viewed as belonging to the customers of the CCWA and are assigned solely for the purposes consistent with providing services to those customers. Drivers are responsible for operating the company vehicle safely, and according to state and Federal laws and CCWA policy. Employee driving records will be checked at least every 12 months to make sure the employee has an appropriate record to operate a company vehicle. In addition, drivers of CCWA vehicles are subject to random audits of their Motor Vehicle Record (MVR) and must maintain a satisfactory record to retain a driving status. Drivers are required to immediately notify management if any state or local agency has made any modifications to the driving status of the employee.

Assignment of Vehicles

The assignment of company vehicles during work time is based upon job responsibilities. The General Manager or his/her designee may assign vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the General Manager or his/her designee. The assignment of vehicles is a privilege, and removal of rights to use of CCWA vehicles is not a matter for which a grievance or appeal may be made.

The assignment of vehicles for continuous 24-hour use will be made by the General Manager, and will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:

- Officially designated on-call status
- Requirement for frequent emergency availability (several times per month)
- Emergency or other equipment contained in the vehicle
- Employee lives no further than 25 miles from the Clayton County boundary line, measured by most direct road route.
- The absence of Major Violations, as defined below, in the driving history of the employee.

Whenever a position becomes vacant, the authorization for 24-hour vehicle use for the position shall be re-evaluated.

Employees authorized to commute in a company vehicle may be subject to income tax regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be imputed income for the purposes of income taxation.

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Employees who are not assigned company vehicles for 24-hour use and meeting certain other eligibility criteria will not be subject to imputed income as a result of the vehicle assignment.

Employees assigned company vehicles on a continuous 24-hour basis will be given a copy of this policy and will be required to sign a confirmation of receipt.

Major Violations Resulting in Withdrawal of Permission to Drive CCWA Vehicles

The following violations will normally result in a withdrawal of company vehicle driving privileges:

1. Any Major Violation that occurs either while driving a company vehicle or during an employees personal driving of a non company vehicle. Any final conviction or determination of the following are Major Violations:
 - DWI in past three years
 - Failure to stop/report an accident
 - Reckless driving/speed contest
 - Driving while impaired
 - Making a false accident report
 - Homicide, manslaughter or assault arising from the use of a vehicle
 - Driving while license is suspended/revoked
 - Careless driving
 - Attempting to elude a police officer
 - Leaving the scene of an accident
 - Suspension or loss of driver's license
 - Permitting fellow employees not authorized to operate CCWA vehicles, dependents or any other unauthorized person to operate company vehicles.
 - Failure to consistently drive in a safe manner, as determined by management
 - Failure to pass a drug or alcohol test.
 - Refusal to take a drug or alcohol test.
2. Employees who operate company vehicles shall notify management immediately of any charge or citation for a Major Violation. Normally, driving privileges shall be suspended pending resolution of the charge. Failure to notify management within one business day of any moving violation and/or accident shall be a final determination of a Major Violation.

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Rules Governing Use of CCWA Vehicles

1. CCWA vehicles must have the CCWA seal affixed on the driver and passenger side doors, or a vehicle number, and may only be used for CCWA business.
2. CCWA vehicles will not be used to transport passengers whose presence in the vehicle is not directly or indirectly related to CCWA business. Passengers shall be limited to CCWA officers and employees and individuals who are directly associated with CCWA work activity (board members, committee members, consultants, contractors, etc.). Friends and family members shall not be transported in CCWA vehicles.
3. Vehicles should contain only those items for which the vehicle is designed. The CCWA shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to keep vehicles clean, and to report any malfunction or damage to their supervisor immediately.
5. Employees assigned vehicles are expected to park such vehicles in safe locations at all times.
6. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
7. Employees may not operate CCWA vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
8. Employees who operate CCWA vehicles must have a valid motor vehicle license issued by the state of their current residence and may be required to provide proof of valid motor vehicle license periodically.
9. Employees driving CCWA vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
 - a) Employees who incur parking or other fines in CCWA vehicles will generally be personally responsible for payment of such fines unless the payment of such fines by the CCWA is approved by the General Manager.
 - b) Employees who are issued citations for any offense while using a CCWA vehicle must notify their supervisor immediately when practicable, but in no case later than one (1) business day. Failure to provide such notice may be grounds for removal of vehicle privileges and/ or disciplinary action.

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- c) An employee who is assigned a CCWA vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his or her personal vehicle or in a CCWA vehicle, must notify his or her supervisor immediately when practicable, but in no case later than one (1) business day. Conviction for such an offense may be grounds for loss of CCWA vehicle privileges and/or further disciplinary action.
- 10) No employee may use a CCWA vehicle for out of state use without advance approval of the General Manager.
- 11) In an effort to prevent vehicle theft, drivers of all CCWA vehicles will lock the vehicle at any time they are not inside of the vehicle. Should operation of emergency lighting or flashers require the vehicle be running even if the employee is not present in the vehicle, the vehicle will be locked.
- 12) No smoking is allowed in CCWA vehicles.
- 13) Vehicle use is limited to travel to and from an employee's residence and their place of work, but may include de minimis personal use as part of an employee's work day or the drive to and from work. De minimis personal use means that the vehicle's use for personal purposes is so small that it is negligible. For example, de minimis personal use may include stopping for lunch between business stops or stopping for a personal errand on an authorized commute. In no event shall the transportation of unauthorized passengers be considered a de minimis use. When commuting to and from work, the vehicle should be driven over the most direct route taking into account road and traffic conditions.
- 14) All drivers will be required to attend and satisfactorily complete company sponsored Defensive Driving classes as scheduled by CCWA.

Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of CCWA vehicle privileges, suspension, and/or termination.

Use of Personal Vehicle for Company Business

Any employee who uses their personal vehicle for company business must observe the following:

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1. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
2. Employees may not operate vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
3. Employees who operate vehicles for company business must have a valid motor vehicle license issued by the state of their current residence and may be required to provide proof of valid motor vehicle license periodically.
4. Employees driving personal vehicles for company business shall obey all applicable traffic and parking regulations, ordinances, and laws.
5. The employee/driver must maintain vehicle coverage on their personal vehicle(s) at all times with such coverage meeting the minimum State of Georgia requirements. CCWA reserves the right to request a current certificate of insurance from any employee at any time to confirm such coverage, as required by this policy, is in place.

Employees are advised that while operating their personal vehicle for company business, their personal vehicle insurance is the primary coverage in the case of incident of any kind including but not limited to injury to themselves, injury to other persons, damage to their vehicle, damage to another vehicle or damage to any other property. It should be further noted that any deductible due to such an incident is also the responsibility of the employee.

All Employees will be given a copy of this policy and will be required to sign a confirmation receipt.

Violations of this policy may result in disciplinary action, up to, and including termination.

SO ADOPTED THIS _____ DAY of _____, 2008

CLAYTON COUNTY WATER AUTHORITY

Chairman

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

RESOLVED: to approve the Clayton County Water Authority Vehicle Use Policy as presented, to be effective immediately.

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Mr. Thomas stated that currently we charge a minimum fee based on the size of the meter. Most residential meters are 5/8" meters, but sometimes people need a larger meter to increase flow to their home. We have about seven hundred (700) residential meters that are larger than 5/8" and the customer pays higher minimums. Our proposal is that residential customers would pay the same minimum amount, regardless of meter size.

Mr. Thomas presented a revised Hydrant Meter Use Agreement for consideration by the Board which includes the elimination of temporary meters as an option.

**STATE OF GEORGIA
 COUNTY OF CLAYTON**

**CLAYTON COUNTY WATER AUTHORITY
 HYDRANT METER USE AGREEMENT**

The undersigned Hydrant Meter User (hereinafter "Customer"), in consideration of permission to use a hydrant meter(s) of the Clayton County Water Authority (hereinafter "CCWA"), hereby agrees to the terms and conditions contained herein.

General

All use of water through hydrants for other than fire fighting activities by fire department personnel or official use by CCWA personnel will be through meter assemblies equipped with backflow preventers.

Applying for Hydrant Meter

Customer, when requesting a hydrant meter, will perform the following tasks and adhere to the following requirements:

1. Fill out application at customer service counter.
2. Pay meter deposit fee for application.
3. Take a copy of the paid application to the warehouse for issuance of the meter assembly.
4. Prior to using hydrant water to fill a tank truck, the truck must be inspected by CCWA personnel. See tank truck section below for details.

Customers Responsibilities

Customer will be required to perform the following task and adhere to the following requirements as a part of applying for the meter:

1. Customer must pay a deposit as set by CCWA's Board of Directors.
2. After payment of the deposit, the customers will be issued a meter assembly.

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3. The customer must present the meter assembly to CCWA's warehouse on the last business day of each month for reading, maintenance, and testing. Failure to bring the meter in monthly for a reading will result in further fees and forfeiture of the deposit as defined in this document and as allowed by law.
4. The customers must pay the monthly fee as billed. Additional fees may apply for replacement cost or damages.

Mobile Tanks (Tank Trucks) Requirements

1. All mobile tanks filled from hydrants must be filled through a hydrant meter assembly.
2. Mobile tanks must have a permanent air gap filling tube.
3. Mobile tanks to be filled from hydrants must be brought to CCWA's warehouse for inspection prior to being filled through a hydrant.
4. An inspection decal will be applied in a visible location on the mobile tank by CCWA personnel. Decals will be highly visible, color coded and valid through the end of the current calendar year.
5. Mobile tanks must be re-inspected annually. Annual decals for the following calendar year will be available beginning November 1ST of the current year.

Deposit

A one time \$950 deposit is required. At the time a meter is returned, any remaining deposit will be applied to the final bill. Any refund or balance on the customer's account will be mailed to the customer.

Readings, Billings, and Monthly fees

The customer will be billed monthly on the first day of each calendar month.

If the meter is returned for a monthly reading, as required on the last business day of each month, the monthly fee will be the greater of either a minimum \$50 per month fee or the actual usage at the current rate.

If the meter is not returned for a monthly reading, as required on the last business day of each month, a fee which is based on use of 111,000 gallons of water at the current rate will be billed to the customer. Each month the meter is not returned for a reading, as required on the last business day of each month, a fee which is based on use of 111,000 gallons of water at the current rate will be billed to the customer with a 10% late fee. A 10% late fee will be accessed on all billings not paid by the due date.

Additionally, the CCWA will make collection efforts by any means available to collect the past due balance including but not limited to sending out past due notices, confiscation of the meter or turning the account over to a third party collection agency. After the balance on an account is more than 60 days past due, CCWA reserves the right to confiscate the meter. Once the meter is confiscated, the account will be closed and the deposit will be forfeited. Additionally, a restocking fee for the meter may be accessed to the account. If the meter is not recovered, the

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customer will also be billed for the full cost of the meter assembly (\$1,150.00), minus any unutilized deposit.

Usage charges

The water rate as set by CCWA’s Board of Directors and can change as deemed necessary (\$4.54/1000 gallons currently).

Fees for Noncompliance

If Customer is found using water from a hydrant without prior authorization from CCWA, bypassing any backflow preventer or mobile tank air gap, or if Customer otherwise uses water in violation of this Agreement, Customer, at the sole discretion of CCWA, may be prosecuted and/or required to pay as liquidated damages a past due water fee based on two (2) times the amount of water so used, which amount shall be determined by CCWA in its sole discretion. This fee does not constitute a penalty, but an estimate of damages incurred by CCWA because exact damages would be difficult, if not impossible, to determine. Improper use of any hydrant meter assembly or failure to comply with this Agreement may also result in confiscation of the hydrant meter assembly.

Hold Harmless and Indemnity

Customer shall hold harmless and indemnify CCWA for any costs and expenses, including but not limited to court costs and attorney fees, incurred by CCWA in enforcing this Agreement against Customer and/or incurred by CCWA as a result of any claim or cause of action initiated against CCWA as a result of Customer’s violation of any provisions or provisions of this Agreement.

Modifications of Agreement

The terms of this Agreement may be modified by CCWA at any time by providing written notice of such modifications to Customer.

By signing below, Customer acknowledges that he or she has executed a binding contract on behalf of himself, herself, or the legal entity that he or she represents, and that he or she understands and has agreed to all terms contained in this Agreement:

Customer’s Name:

By:

Date

Attest By:

[Seal]

Date

Effective Date: February 7, 2008

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Upon Motion by Lloyd Joiner and seconded by John Westervelt it was unanimously

RESOLVED: to approve the Clayton County Water Authority Hydrant Meter Use Agreement as presented, effective today, February 7, 2008.

Mr. Thomas stated that with some of the economic issues that the Authority is dealing with, such as high bills that the customer is not able to pay, especially on commercial property, we are looking into our ability to place a lien on the commercial property. Mr. Fincher, our legal counsel, is working on developing these procedures. Mr. Thomas added that this is one other way to improve on the Authority's collection of revenue.

Mr. Thomas explained that we had an incident at the Huie Land Application site where someone came in and stole about four hundred (400) brass sprinkler heads for scrap. When we noticed it, our employees started calling around to scrap yards and actually found a scrap yard in Griffin where they thought the thieves would take them. The scrap yard even had video of the guy selling them some of the sprinkler heads. It has cost the Authority fourteen thousand dollars (\$14,000) to replace them.

Mr. Thomas stated that Mike Buffington will retire in May and come back part time for about a year and a half. His part time basis would be about three (3) days a week. As we are completing the Northeast Plant and other big projects, there is less of a demand on Program Management. We will transition these duties into the Engineering section when his part-time service ends.

Mr. Thomas stated that the Toilet Rebate Program goes live on Monday, February 4, 2008.

Mr. Thomas added that the Board probably has heard the buzz about the Governor's announcement on water restrictions. Mr. Thomas handed out some information sheets to the Board members and explained that now the Governor is allowing hand watering of outdoor plants and allowing you to fill your swimming pool. Mr. Thomas stated that the Authority still does not have anything official from EPD saying specifically what we can do, so we are waiting on that document.

Mr. Thomas stated that the April Board retreat will be on Thursday, April 3. We will have a short regular Board meeting at 1:30 p.m. at Callaway Gardens, and then go

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into the Budget hearing. On Friday, April 4, we will take up the Policy Manual for approval and then conclude our meeting about noon.

Upon Motion by Wes Greene and seconded by John Chafin it was unanimously

RESOLVED: to adjourn the regular session board meeting.

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

Pete McQueen, Chairman

Walter Marie Barber, Secretary/Treasurer