

## CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road  
Morrow, Georgia 30260

Regular Board Meeting, April 6, 2006

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

Present at the meeting were: Chairman, Pete McQueen, Vice Chairman, Lloyd Joiner, Secretary/Treasurer, Marie Barber, Board Members, Wes Greene, and John M. Chafin. General Manager, M. Wade Brannan, Deputy Manager, Terry R. Hicks, Department Managers, Mike Thomas, Guy Pihera, Herbert Etheridge, Teresa Adams, and Jim Poff, Assistant Finance Director, Renee' Dumas, Customer Accounts Director, Morris Kelly, Project Engineer, Mike Buffington, Contract & Procurement Administrator, Karen Riser, Human Resources Director, Ed Durham, Public Information Officer, Suzanne Brown, Administrative Secretary, Carla Clark, and Executive Secretary, Janet Matthews. Also present were: Steve Fincher of Fincher, Denmark & Williams, and Mike Bennett of CH2M Hill. CCWA employees present were: David Watts, Bobby Jones, Todd Pence, Gerald Fuller, Brandon Williams, Charles Ecton, and Bruce Taylor. Board members John Westervelt and Doug Bonner were not present.

Chairman McQueen called on David Watts to give the invocation.

Approval of Minutes: Chairman McQueen called for any omissions or additions to the Called Board Meeting of Thursday, February 23, 2006, the Regular and Executive Session Board Meeting minutes of Thursday, March 2, 2006 and the Called Board Meeting, Monday, March 13, 2006. Hearing none they were approved as received.

Financial and Statistical Report: Chairman McQueen called on Renee' Dumas, Assistant Finance Director, to give our financial report. Ms. Dumas reviewed the financial information that was given to the Board and explained that this covered the ten-month period ending February 28, 2006.

Employee Service Recognition: Chairman McQueen called on Terry Hicks, Deputy Manager, who introduced Bobby Jones who has been with the Authority for twenty (20) years, having spent most of that time in what is now our General Services Department even though when he came to work it was part of Production and Treatment. During that time Bobby was a part of the Plant Maintenance and Repair crew, which consists of about 8 employees. Most companies have a crew like that for each water and wastewater plant. We have one crew for all of our water and wastewater plants and they have done an excellent job through the years. Bobby has now moved over to Water Production as one of our plant operators. Mr. Hicks presented Bobby with his twenty (20) year pin and congratulated him on his dedication to the Authority. Bobby received a round of applause as Ms. Brown took a photo.

Regular Board Meeting  
 April 6, 2006  
 Page Two

Mr. Hicks next introduced Todd Pence who has been with the Authority for twenty-five (25) years. Todd was born and raised in Clayton County, having graduated from Jonesboro High School. Todd started with the Authority as a meter reader and during his time here has held seven positions. He is currently the Water Maintenance Foreman. Todd has several foremen that work for him and they handle the maintenance of our entire water distribution system. Todd has obtained his Water Distribution, Wastewater Collection, and Backflow certificates. Mr. Hicks congratulated Todd and thanked him for his twenty-five (25) years as Ms. Brown took a photo.

Chairman McQueen thanked Bobby and Todd for their many years of service.

Casey Pelletizing Pump Recommendation: Chairman McQueen called on Jim Poff, Manager of Water Reclamation, who stated that this recommendation is for a High Solids Pump at the Casey Pelletizing facility. Mr. Poff stated that staff recommends accepting the low bid from Carl Eric Johnson, Incorporated, for a total of ninety thousand nine hundred sixty-two dollars (\$90,962).

RECOMMENDATION  
 Clayton County Water Authority  
 High Solids Pump  
 Casey Pelletizing Plant  
 April 2006

COMPANY	BID
Carl Eric Johnson, Inc. Lawrenceville, GA	\$90,962
Daparak, Inc. Chesapeake, VA	\$99,400
John H. Carter Company Baton Rouge, LA	\$101,169

Recommend accepting low bid from Carl Eric Johnson, Inc. for \$90,962. We budgeted \$100,000 for this capital purchase in our FY 2005 operating budget.

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

RESOLVED: to accept the lowest bid for one High Solids Pump for the Casey Pelletizing facility from Carl Eric Johnson, Incorporated, for a total of ninety thousand nine hundred sixty-two dollars (\$90,962).

Regular Board Meeting  
April 6, 2006  
Page Three

Wet Well Cleaning and Disposal Services: Mr. Poff stated that the Authority has a number of wet wells at the wastewater plants and lift stations that, from time to time, need to be pumped or cleaned out due to grit and grease accumulating in the wells. All South Environmental Services located in Ellenwood, Georgia, was the lowest bidder with a bid of eighty-five cents (\$.85) per gallon. The second bid is from Phillips Services Corporation located in Fairburn, Georgia, who had a bid of ninety cents (\$.90) per gallon. The third bidder did not submit a bid. Mr. Poff did a summary of annual volume and it is about eighty-six thousand (86,000) gallons making the annual cost of this contract approximately seventy-three thousand one hundred dollars (\$73,100) based on the estimated yearly volume and the low bid price of eighty-five cents (\$.85) per gallon. This was budgeted in the FY2006 operating budget. This is an estimated quantity because the material that accumulates in the wet wells is not a constant volume.

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

RESOLVED: to accept the low bid from All South Environmental Services at eighty-five cents (\$.85) per gallon for Wet Well Cleaning and Disposal Services contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Chemicals & Filter Media Bid Recommendation: Chairman McQueen called on Guy Pihera, Manager of Water Production, who stated that the Authority advertised for our annual bid for water and wastewater chemicals and filter media. Mr. Pihera stated that the seven pages (7) represent the results of thirty-five (35) separate bids that we received, which we compiled and analyzed. These chemical bids for the next fiscal year represent an expense of about one million seven hundred thousand dollars (\$1,700,000). Mr. Pihera stated that staff recommends awarding individual items highlighted in yellow to the supplier listed at the top of each column. If material does not meet specifications or supplier cannot meet delivery requirements, we request authorization to purchase from supplier of next lowest priced material that meets specifications.

CLAYTON COUNTY WATER AUTHORITY  
WATER AND WASTEWATER CHEMICALS  
Tuesday, March 21, 2006 – 10:00 am  
Bid Opening

The following pages contain bids for individual treatment chemicals and filter media for FY 2006. Items highlighted in yellow represent low bid price for each item. Staff recommends awarding individual items highlighted in yellow to the supplier listed at the top of each column. If material does not meet specifications or supplier cannot meet

Regular Board Meeting  
 April 6, 2006  
 Page Four

delivery requirements, we request authorization to purchase from supplier of next lowest priced material that meets specifications.

Guy Pihera  
 Water Production Manager

Jim Poff  
 Water Reclamation Manager

Clayton County Water Authority  
 Bid Opening  
 Water and Wastewater Chemicals

**Tuesday, March 21,  
 2006 – 10:00 a.m.**

			Sweetwater Technologies	Harcros Chemicals	Shannon Chemicals	Chemrite	Pristine Water Solutions
<b>TREATMENT CHEMICALS</b>	<b>QTY</b>	<b>PKG SIZE</b>					
Liquid Aluminum Sulfate* (price per dry ton)	1,400 dry tons	4,000 gal. tanker					
Dense Soda Ash* (price per pound)	20 tons	50 lb. bag		.1815/lb			
Bulk Hydrated Lime* (price per pound)	250 tons	18 ton tanker					
Liquid Lime* (price per pound) 30% calcium hydroxide	1,200,000 lbs.	Bulk tanker, no size limit					
Chlorine* (price per cylinder)	70 tons	1 ton cylinder		750.00/ton			
Powdered Activated Carbon* (price per pound)	3,000 lbs.	50 lb. Bag					
Powdered Activated Carbon* (price per pound)	10,000 lbs.	1000 lb. super sack, 5 sack min.					
Sodium Silica Fluoride* (price per pound)	50,000 lbs.	50 lb. bag		.3455/lb			
Fluorosilic Acid 23% * (price per gallon)	20,000 gal.	4000 gal. tanker					
Potassium Permanganate F/F* (price per pound)	20,000lbs.	55 lb. drum		2.60/lb			
Copper Sulfate Med. Crystal* (price per pound)	50,000 lbs.	50 lb. bag				1.25/lb	
Sodium Chlorite Liquid 30% (tote) * (price per tote)	40 totes	275 gal. tote					
Sodium Chlorite Liquid 25% (bulk) * (price per gallon)	20,000 gal.	4,000 gal. tanker				7.10/gal	
Ortho Phosphate 36% PO4* (price per gallon)	25,000 gal.	4,000 gal. tanker	2.21/gal		1.947/gal		
Hydrochloric Acid 15% * (price per gallon)	20,000 gal.	4,000 gal. tanker					
Calcium Hypochlorite dry 65% Cl* (price per pound)	800 lbs.	100 lb. drum		1.33/lb		1.30/lb	
Sodium Hypochlorite 12.5% solution (price per pound)	6 drums	55 gallon drum		1.70/gal			
Sodium Hypochlorite 12.5% solution * (price as cost per gallon and cost per pound)	470,000 gal.	Bulk tanker, no size limit		.719/gal			

Regular Board Meeting  
 April 6, 2006  
 Page Five

Sodium Hypochlorite 15% solution * (price as cost per gallon and cost per pound)	50,000 gal.	Bulk tanker, no size limit					
Caustic Soda 20% (price as cost per gallon and cost per pound)	500,000 lbs.	Bulk tanker, no size limit					
Ferric Sulfate liquid (price as cost per pound of iron (EE) and cost per delivered gallon)	400,000 lbs.	Bulk tanker, no size limit					
Solar Salt (>99.5% NaCl) (price per pound)	20,000 lbs.	50 lb. bag					
Solar Salt (>99.5% NaCl) * (price per pound)	570,000 lbs.	Bulk tanker, no size limit					
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum (EE) and cost per delivered gallon)	100,000 lbs.	4000 gallon bulk tanker				2.118/lb AL 1.261/gal	
Acetic Acid (56%) (price as cost per gallon and cost per pound)	40,000 gal.	4000 gallon bulk tanker				2.015/ gal 0.23/lb	

\*Chemicals must be NSF60 certified for drinking water applications. We recommend awarding items highlighted in yellow to bidder at top of column if materials meet specifications or next lowest qualified bidder.

Clayton County Water Authority  
 Bid Opening  
 Water and Wastewater Chemicals  
 Tuesday, March 21, 2006 – 10:00 a.m.

			Cargill Salts	EC Chemical	Univar USA Inc.	Brenntag	Industrial Chemicals
<b>TREATMENT CHEMICALS</b>	<b>QTY</b>	<b>PKG SIZE</b>					
Liquid Aluminum Sulfate* (price per dry ton)	1,400 dry tons	4,000 gal. tanker					
Dense Soda Ash* (price per pound)	20 tons	50 lb. bag			.22/lb	.215/lb	.207/lb
Bulk Hydrated Lime* (price per pound)	250 tons	18 ton tanker					
Liquid Lime* (price per pound) 30% calcium hydroxide	1,200,000 lbs.	Bulk tanker, no size limit					.0635/lb
Chlorine* (price per cylinder)	70 tons	1 ton cylinder				523.00/Ton	
Powdered Activated Carbon* (price per pound)	3,000 lbs.	50 lb. Bag				.49/lb	.60/lb
Powdered Activated Carbon* (price per pound)	10,000 lbs.	1000 lb. super sack, 5 sack min.					.65/lb.
Sodium Silica Fluoride* (price per pound)	50,000 lbs.	50 lb. bag			.37/lb		.44/lb
Fluorosilic Acid 23% * (price per gallon)	20,000 gal.	4000 gal. tanker					2.6681/gal
Potassium Permanganate F/F* (price per pound)	20,000lbs.	55 lb. drum			2.30/lb		2.13/lb
Copper Sulfate Med. Crystal* (price per pound)	50,000 lbs.	50 lb. bag					1.42/lb

Regular Board Meeting  
 April 6, 2006  
 Page Six

Sodium Chlorite Liquid 30% (tote)* (price per tote)	40 totes	275 gal. tote					.75/lb
Sodium Chlorite Liquid 25% (bulk) * (price per gallon)	20,000 gal.	4,000 gal. tanker			6.465/gal		.60/lb
Ortho Phosphate 36% PO4* (price per gallon)	25,000 gal.	4,000 gal. tanker					
Hydrochloric Acid 15% * (price per gallon)	20,000 gal.	4,000 gal. tanker			1.14/gal		1.082/gal
Calcium Hypochlorite dry 65% Cl* (price per pound)	800 lbs.	100 lb. drum			1.10/lb		1.27/lb
Sodium Hypochlorite 12.5% solution (price per pound)	6 drums	55 gallon drum		1.40/gal	1.30/gal		1.26/gal
Sodium Hypochlorite 12.5% solution * (price as cost per gallon and cost per pound)	470,000 gal.	Bulk tanker, no size limit		.87/gal	.88/gal	.071/lb .71/gal	1.15/gal .1061/lb
Sodium Hypochlorite 15% solution * (price as cost per gallon and cost per pound)	50,000 gal.	Bulk tanker, no size limit		.95/gal		.082/lb .83/gal	1.115/gal .1061/lb.
Caustic Soda 20% (price as cost per gallon and cost per pound)	500,000 lbs.	Bulk tanker, no size limit		.75/gal	.079/wet pd .8025/gal	0.624/wet lb .636/gal	.7664/gal .0753/lb
Ferric Sulfate liquid (price as cost per pound of iron (EE) and cost per delivered gallon)	400,000 lbs.	Bulk tanker, no size limit					
Solar Salt (>99.5% NaCl) (price per pound)	20,000 lbs.	50 lb. bag			.1150/lb	.1654/lb	.15/lb
Solar Salt (>99.5% NaCl) * (price per pound)	570,000 lbs.	Bulk tanker, no size limit	.0575/lb 115.00/Ton		.075/lb		
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum (EE) and cost per delivered gallon)	100,000 lbs.	4000 gallon bulk tanker					
Acetic Acid (56%) (price as cost per gallon and cost per pound)	40,000 gal.	4000 gallon bulk tanker			.189/lb		2.5966/gal .295/lb

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Regular Board Meeting  
 April 6, 2006  
 Page Seven

Clayton County Water Authority  
 Bid Opening  
 Water and Wastewater Chemicals  
 Tuesday, March 21, 2006 – 10:00 a.m.

			Internation Dioxide	Basic Chemical Solutions	Carbon Activated Corp	LCI Ltd.	GEO Specialties
<b>TREATMENT CHEMICALS</b>	<b>QTY</b>	<b>PKG SIZE</b>					
Liquid Aluminum Sulfate* (price per dry ton)	1,400 dry tons	4,000 gal. tanker					249.58/Dry Ton
Dense Soda Ash* (price per pound)	20 tons	50 lb. bag					
Bulk Hydrated Lime* (price per pound)	250 tons	18 ton tanker					
Liquid Lime* (price per pound) 30% calcium hydroxide	1,200,000 lbs.	Bulk tanker, no size limit					
Chlorine* (price per cylinder)	70 tons	1 ton cylinder					
Powdered Activated Carbon* (price per pound)	3,000 lbs.	50 lb. Bag			23.65/55lb bag		
Powdered Activated Carbon* (price per pound)	10,000 lbs.	1000 lb. super sack, 5 sack min.			470.00/1100 s.s		
Sodium Silica Fluoride* (price per pound)	50,000 lbs.	50 lb. bag					
Fluorosilic Acid 23% * (price per gallon)	20,000 gal.	4000 gal. tanker				1.313/gal	
Potassium Permanganate F/F* (price per pound)	20,000lbs.	55 lb. drum					
Copper Sulfate Med. Crystal* (price per pound)	50,000 lbs.	50 lb. bag					
Sodium Chlorite Liquid 30% (tote)* (price per tote)	40 totes	275 gal. tote	1416.25/Tote				
Sodium Chlorite Liquid 25% (bulk) * (price per gallon)	20,000 gal.	4,000 gal. tanker	4.56/gal				
Ortho Phosphate 36% PO4* (price per gallon)	25,000 gal.	4,000 gal. tanker					
Hydrochloric Acid 15% * (price per gallon)	20,000 gal.	4,000 gal. tanker					
Calcium Hypochlorite dry 65% Cl* (price per pound)	800 lbs.	100 lb. drum					
Sodium Hypochlorite 12.5% solution (price per pound)	6 drums	55 gallon drum					
Sodium Hypochlorite 12.5% solution * (price as cost per gallon and cost per pound)	470,000 gal.	Bulk tanker, no size limit					
Sodium Hypochlorite 15% solution * (price as cost per gallon and cost per pound)	50,000 gal.	Bulk tanker, no size limit					

Regular Board Meeting  
April 6, 2006  
Page Eight

Caustic Soda 20% (price as cost per gallon and cost per pound)	500,000 lbs.	Bulk tanker, no size limit		.06/wet lb .61/gal			
Ferric Sulfate liquid (price as cost per pound of iron (EE) and cost per delivered gallon)	400,000 lbs.	Bulk tanker, no size limit					
Solar Salt (>99.5% NaCl) (price per pound)	20,000 lbs.	50 lb. bag					
Solar Salt (>99.5% NaCl) * (price per pound)	570,000 lbs.	Bulk tanker, no size limit					
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum (EE) and cost per delivered gallon)	100,000 lbs.	4000 gallon bulk tanker					
Acetic Acid (56%) (price as cost per gallon and cost per pound)	40,000 gal.	4000 gallon bulk tanker					

\*Chemicals must be NSF60 certified for drinking water applications. We recommend awarding items highlighted in yellow to bidder at top of column if materials meet specifications or next lowest qualified bidder.

Clayton County Water Authority  
Bid Opening  
Water and Wastewater Chemicals  
Tuesday, March 21, 2006 – 10:00 a.m.

TREATMENT CHEMICALS	QTY	PKG SIZE	C&S Chemicals	Cheney Lime	Allied Universal	Carmeuse	Burnett Lime
Liquid Aluminum Sulfate* (price per dry ton)	1,400 dry tons	4,000 gal. tanker	230.00/Dry Ton				
Dense Soda Ash* (price per pound)	20 tons	50 lb. bag					
Bulk Hydrated Lime* (price per pound)	250 tons	18 ton tanker		108.52/ton		139.85/Ton	
Liquid Lime* (price per pound) 30% calcium hydroxide	1,200,000 lbs.	Bulk tanker, no size limit					0.045/lb
Chlorine* (price per cylinder)	70 tons	1 ton cylinder			473.00/cyl		
Powdered Activated Carbon* (price per pound)	3,000 lbs.	50 lb. Bag					
Powdered Activated Carbon* (price per pound)	10,000 lbs.	1000 lb. super sack, 5 sack min.					
Sodium Silica Fluoride* (price per pound)	50,000 lbs.	50 lb. bag					
Fluorosilic Acid 23% * (price per gallon)	20,000 gal.	4000 gal. tanker					
Potassium Permanganate F/F* (price per pound)	20,000lbs.	55 lb. drum					
Copper Sulfate Med. Crystal* (price per pound)	50,000 lbs.	50 lb. bag					



Regular Board Meeting  
April 6, 2006  
Page Nine

Sodium Chlorite Liquid 30% (tote)* (price per tote)	40 totes	275 gal. tote					
Sodium Chlorite Liquid 25% (bulk) * (price per gallon)	20,000 gal.	4,000 gal. tanker					
Ortho Phosphate 36% PO4* (price per gallon)	25,000 gal.	4,000 gal. tanker					
Hydrochloric Acid 15% * (price per gallon)	20,000 gal.	4,000 gal. tanker					
Calcium Hypochlorite dry 65% Cl* (price per pound)	800 lbs.	100 lb. drum					
Sodium Hypochlorite 12.5% solution (price per pound)	6 drums	55 gallon drum					
Sodium Hypochlorite 12.5% solution * (price as cost per gallon and cost per pound)	470,000 gal.	Bulk tanker, no size limit				.634/gal	
Sodium Hypochlorite 15% solution * (price as cost per gallon and cost per pound)	50,000 gal.	Bulk tanker, no size limit				.748/gal	
Caustic Soda 20% (price as cost per gallon and cost per pound)	500,000 lbs.	Bulk tanker, no size limit				.061/lb	
Ferric Sulfate liquid (price as cost per pound of iron (EE) and cost per delivered gallon)	400,000 lbs.	Bulk tanker, no size limit					
Solar Salt (>99.5% NaCl) (price per pound)	20,000 lbs.	50 lb. bag					
Solar Salt (>99.5% NaCl) * (price per pound)	570,000 lbs.	Bulk tanker, no size limit					
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum (EE) and cost per delivered gallon)	100,000 lbs.	4000 gallon bulk tanker					
Acetic Acid (56%) (price as cost per gallon and cost per pound)	40,000 gal.	4000 gallon bulk tanker					

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Clayton County Water Authority  
Bid Opening  
Water and Wastewater Chemicals  
Tuesday, March 21, 2006 – 10:00 a.m.

			Morton Salt	Kemiron	Southern Lime	General Chemical	Polydyne
TREATMENT CHEMICALS	QTY	PKG SIZE					
Liquid Aluminum Sulfate* (price per dry ton)	1,400 dry tons	4,000 gal. tanker		224/Dry Ton		203.90/Dry Ton	

Regular Board Meeting  
 April 6, 2006  
 Page Ten

Dense Soda Ash* (price per pound)	20 tons	50 lb. bag					
Bulk Hydrated Lime* (price per pound)	250 tons	18 ton tanker			0.055/lb		
Liquid Lime* (price per pound) 30% calcium hydroxide	1,200,000 lbs.	Bulk tanker, no size limit					
Chlorine* (price per cylinder)	70 tons	1 ton cylinder					
Powdered Activated Carbon* (price per pound)	3,000 lbs.	50 lb. Bag					19.80/55lb Bag
Powdered Activated Carbon* (price per pound)	10,000 lbs.	1000 lb. super sack, 5 sack min.					429.00/1100 s.s
Sodium Silica Fluoride* (price per pound)	50,000 lbs.	50 lb. bag					
Fluorosilic Acid 23% * (price per gallon)	20,000 gal.	4000 gal. tanker					
Potassium Permanganate F/F* (price per pound)	20,000lbs.	55 lb. drum					
Copper Sulfate Med. Crystal* (price per pound)	50,000 lbs.	50 lb. bag					
Sodium Chlorite Liquid 30% (tote)* (price per tote)	40 totes	275 gal. tote					
Sodium Chlorite Liquid 25% (bulk) *	20,000 gal.	4,000 gal. tanker					
Ortho Phosphate 36% PO4* (price per gallon)	25,000 gal.	4,000 gal. tanker					
Hydrochloric Acid 15% * (price per gallon)	20,000 gal.	4,000 gal. tanker					
Calcium Hypochlorite dry 65% Cl* (price per pound)	800 lbs.	100 lb. drum					
Sodium Hypochlorite 12.5% solution (price per pound)	6 drums	55 gallon drum					
Sodium Hypochlorite 12.5% solution * (price as cost per gallon and cost per pound)	470,000 gal.	Bulk tanker, no size limit					
Sodium Hypochlorite 15% solution *	50,000 gal.	Bulk tanker, no size limit					
Caustic Soda 20% (price as cost per gallon and cost per pound)	500,000 lbs.	Bulk tanker, no size limit					
Ferric Sulfate liquid (price as cost per pound of iron (EE) and cost per delivered gallon)	400,000 lbs.	Bulk tanker, no size limit		0.63/lb FE		0.80/lb FE	
Solar Salt (>99.5% NaCl) (price per pound)	20,000 lbs.	50 lb. bag					
Solar Salt (>99.5% NaCl) * (price per pound)	570,000 lbs.	Bulk tanker, no size limit	.0639/lb 127.80/Ton				
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum (EE) and cost per delivered gallon)	100,000 lbs.	4000 gallon bulk tanker		2.04/lb AL 1.21/gal		1.34/ gal 2.23/lb AL	
Acetic Acid (56%) (price as cost per gallon and cost per pound)	40,000 gal.	4000 gallon bulk tanker					

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Regular Board Meeting  
 April 6, 2006  
 Page Eleven

Clayton County Water Authority  
 Bid Opening  
 Water and Wastewater Chemicals  
 Tuesday, March 21, 2006 – 10:00 a.m.

			Carus Chemical	Calciquest	DPC Enterprises	Solvay Fluorides	U.S. Filter
TREATMENT CHEMICALS	QTY	PKG SIZE					
Liquid Aluminum Sulfate* (price per dry ton)	1,400 dry tons	4,000 gal. tanker					
Dense Soda Ash* (price per pound)	20 tons	50 lb. bag					
Bulk Hydrated Lime* (price per pound)	250 tons	18 ton tanker					
Liquid Lime* (price per pound) 30% calcium hydroxide	1,200,000 lbs.	Bulk tanker, no size limit					
Chlorine* (price per cylinder)	70 tons	1 ton cylinder			559.00/		
Powdered Activated Carbon* (price per pound)	3,000 lbs.	50 lb. Bag					
Powdered Activated Carbon* (price per pound)	10,000 lbs.	1000 lb. super sack, 5 sack min.					
Sodium Silica Fluoride* (price per pound)	50,000 lbs.	50 lb. bag					
Fluorosilic Acid 23% * (price per gallon)	20,000 gal.	4000 gal. tanker					
Potassium Permanganate F/F* (price per pound)	20,000lbs.	55 lb. drum					
Copper Sulfate Med. Crystal* (price per pound)	50,000 lbs.	50 lb. bag					
Sodium Chlorite Liquid 30% (tote)* (price per tote)	40 totes	275 gal. tote					1714.00/Tote (4 or less) 1584/Tote (5 or more)
Sodium Chlorite Liquid 25% (bulk) (price per gallon) *	20,000 gal.	4,000 gal. tanker					3.917/gal
Ortho Phosphate 36% PO4* (price per gallon)	25,000 gal.	4,000 gal. tanker	1.73/gal	2.01/gal			
Hydrochloric Acid 15% * (price per gallon)	20,000 gal.	4,000 gal. tanker					
Calcium Hypochlorite dry 65% Cl* (price per pound)	800 lbs.	100 lb. drum					
Sodium Hypochlorite 12.5% solution (price per pound)	6 drums	55 gallon drum					

Regular Board Meeting  
April 6, 2006  
Page Twelve

Sodium Hypochlorite 12.5% solution * (price as cost per gallon and cost per pound)	470,000 gal.	Bulk tanker, no size limit			.069/lb .69/gal		
Sodium Hypochlorite 15% solution * (price as cost per gallon and cost per pound)	50,000 gal.	Bulk tanker, no size limit					
Caustic Soda 20% (price as cost per gallon and cost per pound)	500,000 lbs.	Bulk tanker, no size limit					
Ferric Sulfate liquid (price as cost per pound of iron (EE) and cost per delivered gallon)	400,000 lbs.	Bulk tanker, no size limit					
Solar Salt (>99.5% NaCl) (price per pound)	20,000 lbs.	50 lb. bag					
Solar Salt (>99.5% NaCl) * (price per pound)	570,000 lbs.	Bulk tanker, no size limit					
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum (EE) and cost per delivered gallon)	100,000 lbs.	4000 gallon bulk tanker					
Acetic Acid (56%) (price as cost per gallon and cost per pound)	40,000 gal.	4000 gallon bulk tanker					

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Clayton County Water Authority  
Bid Opening

FILTER MEDIA	QTY	UNIT SIZE	Unifilt	Anthrafiler	Carbonite	Leopold
Anthracite uniformity coefficient 1.5 size 1.1-1.2 mm	1,800 cu. ft.	1cu/ft Bag	8.338/Bag	7.22/Bag	7.29/Bag	8.85/Bag
Anthracite uniformity coefficient 1.5 size 1.1-1.2 mm	45 super sacs	1 ton super sac	273.334	295.33	282.12	485

We recommend awarding items highlighted in yellow to bidder at top of column if material meets specifications or next lowest qualified bidder.

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

RESOLVED: to accept the low bid for chemicals on the individual items highlighted in yellow to the supplier listed at the top of each column. If material does not meet specifications or supplier cannot meet delivery requirements, authorization is given to purchase from supplier of next lowest priced material that meets specifications.

Conley Road Tank Painting Bid Recommendation: Mr. Pihera stated that the Authority received five bids of which one was not opened because they did not attend the mandatory site visit. The bid amounts range from fifty thousand five hundred dollars

Regular Board Meeting  
 April 6, 2006  
 Page Thirteen

(\$50,500) to one hundred sixteen thousand three hundred four dollars (\$116,304). Staff recommends going with the second low bidder, J&W of North Carolina, Incorporated. The Authority has used J&W in the past with good results. We recommend not going with the lowest bidder, Tank Pro, Incorporated, because we have had some quality issues with them in the past.

Clayton County Water Authority  
 Conley Road Elevated Tank Interior Repainting  
 March 21, 2006  
 Bid Tabulation

<b>BIDDER</b>	<b>TOTAL BID AMOUNT</b>
Tank Pro, Inc. Northport AL	\$50,500
J & W of North Carolina, Inc. Vanceboro, NC	\$51,000
Utilities Service Co. Inc. Perry, GA	\$58,000
AGK Restorations, Inc. Canfield, OH	\$116,304
Superior Tank Co. Inc. Princeton, KY	Bid returned, did not attend mandatory site visit

Staff recommends awarding bid to J&W of North Carolina due to previous work quality issues with low bidder. Funding Source is FY2005 Operating Budget (\$80,000 budgeted)

Board member, Wes Greene, asked what kind of issues the Authority had with Tank Pro.

Mr. Pihera stated that some paint overspray from a tank painting got onto a car and we also had some quality issues. Our inspector had to go up on the tank numerous times to address problems. Mr. Pihera explained that this was over on S. R.138 near Stockbridge.

Mr. Greene asked if the Authority had to pay for the vehicle involved.

Mr. Pihera stated that we did pay for the damages, but the Authority took the damage cost out of what we paid the contractor.

Regular Board Meeting  
 April 6, 2006  
 Page Fourteen

Chairman McQueen stated that usually the contractor has to have insurance to cover situations like that.

Mr. Pihera stated that Tank Pro does have insurance, but the Authority had issues working with that contractor.

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

RESOLVED: to accept staff's recommendation to award the Conley Road Elevated Tank Interior Repainting to J&W of North Carolina Incorporated, in the amount of fifty-one thousand dollars (\$51,000) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Sodium Hypochlorite Feed System Recommendation: Mr. Pihera stated that the Authority received proposals for supplying equipment to our J.W. Smith and Freeman Road Water Plants to feed bleach (sodium hypochlorite) instead of the gaseous chlorine that we are now using. All three proposals met our qualifications. Chemrite supplied additional equipment that the Authority did not ask for in the bid and they also had the lowest price. Staff recommends that we award this contract to Chemrite in the amount of eighty-three thousand three hundred twelve dollars and twelve cents (\$83,312.12).

Clayton County Water Authority  
 Sodium Hypochlorite Feed Systems  
 March 28, 2006  
 Proposal Evaluation

<b>BIDDER</b>	<b>TOTAL PROPOSAL AMOUNT</b>
Chemrite Buford, Georgia	\$83,312.12
Severn Trent Colmar, Pennsylvania	\$85,918
SWT Services Marietta, Georgia	\$88,700

Staff recommends awarding this contract to Chemrite. Proposals were evaluated based on predetermined criteria. Evaluation results: Chemrite - 100%, Severn Trent - 90%, SWT Services - 85%  
 Funding Source – FY2005 Capital Budget, \$110,000 budgeted

Regular Board Meeting  
 April 6, 2006  
 Page Fifteen

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

RESOLVED: to award the Sodium Hypochlorite Feed Systems contract to Chemrite in the amount of eighty-three thousand three hundred twelve dollars and twelve cents (\$83,312.12) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who stated that on items K, M, and N staff would like to go with the low bidder and will use other vendors only in the event that the low bidder cannot meet our schedule or needs. Mr. Etheridge stated that on Ready Mix Concrete which is item K., staff recommends Walker Concrete Company, Plant Mix Asphalt, item M., staff recommends E. R. Snell Contracting, Incorporated and for Precast Manhole Products, item N., staff recommends using Cole Products.

Clayton County Water Authority  
 Ready Mix Concrete  
 April 2006

Vendor	Bid Amount
Walker Concrete Company P.O. Box 2637 Stockbridge, GA 30281	\$167,482.00
Thomas Concrete of Georgia 2700 Cumberland Parkway Atlanta, GA 30339	\$188,630.75
LaFarge, North America 12735 Morris Road Extension Alpharetta, GA 30004	\$193,712.50
Blue Circle 1800 Parkway Place S.E. Marietta, GA 30067	No Bid

Staff recommends authorization to purchase from all vendors that submitted bids. We will always attempt to use the lowest bidder and will use other vendors only in the event that the low bidder cannot meet our schedule/needs.

Regular Board Meeting  
 April 6, 2006  
 Page Sixteen

Clayton County Water Authority  
 Plant Mix Asphalt  
 April 2006

<b>Vendor</b>	<b>Bid Amount</b>
E.R. Snell Contracting, Inc 2092 Scenic Hwy. Snellville, GA 30078	\$38,228.75
Metro Materials, Inc. 1318 Henrico Road Conley, GA 30288	\$38,452.25
Baldwin Paving Company 1014 Kenmill Drive Marietta, GA 30060	\$41,135.00
Riverdale Paving Company 360 Corporate Center Ct. Stockbridge, GA 30281	No Bid
Couch Construction, L.P. P.O. Box 2129 Peachtree City, GA 30269	No Bid

Staff recommends authorization to purchase from all vendors that submitted bids. We will always attempt to use the lowest bidder and will use other vendors only in the event that the low bidder cannot meet our schedule/needs.

Clayton County Water Authority  
 Pre-cast Manhole Products  
 April 2006

<b>Vendor</b>	<b>Bid Amount</b>
Foley Products 5526 Schatuga Road P.O. BOX 7877 Columbus, GA 31908	No Bid
Cole Products P.O. Box 666 Forest Park GA 30051	\$9,050.00

Staff recommends authorization to purchase these products from Cole Concrete Products. They have been our primary vendor for these products for many years and will be able to meet our needs.

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



Regular Board Meeting  
 April 6, 2006  
 Page Seventeen

RESOLVED: to authorize awarding the annual contract to the low bidder for Ready Mix Concrete Bid Recommendation, Item K, which is Walker Concrete Company in the amount of one hundred sixty-seven thousand four hundred eighty-two dollars (\$167,482); Plant Mix Asphalt Bid Recommendation, Item M, which is E. R. Snell Contracting, Incorporated in the amount of thirty-eight thousand two hundred twenty-eight dollars and seventy-five cents (\$38,228.75) and Pre-Cast Manhole Products Bid Recommendation, Item N, to Cole Products in the amount of nine thousand fifty dollars (\$9,050).

Mr. Etheridge stated that on Item I, which is Concrete Products Picked Up and Delivered, no bids were received. Since these products are rarely purchased and the Warehouse can procure materials as needed by obtaining quotes, staff recommends not rebidding these items.

Clayton County Water Authority  
 Concrete Products Picked Up/Delivered  
 April 2006

Vendor	Bid Amount
C&J Carriers 2509 Lovejoy Rd. Lovejoy, GA. 30350	No Bid
Evans Sand & Gravel, Inc. 114 Quarry Road Stockbridge, GA 30281	No Bid
GMS Select Products 1940 Highway 42, South McDonough, GA 30253	No Bid
Concrete Supply Company P.O. Box 113 Fayetteville, GA 30214	No Bid
Walker Construction Products 9344 S. Main St. Jonesboro, GA 30235	No Bid

Staff recommends that we not rebid these materials. These products are rarely purchased and the Warehouse can procure materials as needed by obtaining quotes.

Regular Board Meeting  
 April 6, 2006  
 Page Eighteen

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

RESOLVED: to have the Authority's Warehouse purchase these items as needed by obtaining quotes.

Mr. Etheridge stated that Item L, Quarry Products-Picked Up, is not done very often. Staff recommends authorization to purchase these materials from Vulcan Materials Company or Florida Rock Industries based on the geographical location of a worksite as Vulcan's Quarry is in Stockbridge and Florida Rock's Quarry is in Forest Park. The line item product prices were very close on a per ton basis.

**Quarry Products - Picked up**

**Florida Rock Industries**

225 Lees Mill Road  
 Forest Park, GA 30050

Scale Office 404-766-8366  
 ext 226

**Vulcan Materials Co.**

SE Division  
 PO Box 80730  
 Atlanta, GA 30366

Stockbridge 770-474-8711

<b>Product</b>	<b>Estimated Quantity</b>	<b>Price per Unit</b>	<b>Price per Unit</b>
Rip Rap Stone Type I	500 Tons	\$13.30	\$15.25
Rip Rap Stone Type III	2,000 Tons	\$14.10	\$15.25
Surge Stone	1,000 Tons	\$9.90	\$10.15
Baby Surge Stone	500 Tons	\$9.90	\$10.15
#3 Stone	100 Tons	\$9.95	N/Q
#4 Stone	1,000 Tons	\$10.20	\$10.15
#5 Stone	100 Tons	\$9.95	\$10.00
#57 Stone	1,000 Tons	\$10.50	\$11.25
Crushed Stone Base	3,000 Tons	\$6.80	\$7.00
#810 Stone	500 Tons	\$7.00	\$8.50

\*Either quarry may be used to purchase materials based on location of worksite\*

Regular Board Meeting  
 April 6, 2006  
 Page Nineteen

Clayton County Water Authority  
 Quarry Products – Picked Up  
 April 2006

Vendor	Bid Amount
Florida Rock Industries 225 Lees Mill Road Forest Park, GA 30050	\$96,290.00
Vulcan Materials Company S.E. Division P.O. Box 80730 Atlanta, GA 30366-0730	\$101,000.00
LaFarge Aggregates 5455 W. Lees Mill Rd College Park, GA 30349	\$126,050.00

Staff recommends authorization to purchase these materials from Vulcan Materials Company or Florida Rock Industries based on the geographical location of a worksite as Vulcan's Quarry is in Stockbridge and Florida Rock's Quarry is in Forest Park. The line item product prices were very close on a per ton basis.

UPON Motion by Marie Barber and seconded by Wes Greene it was unanimously

RESOLVED: to authorize staff to purchase these materials from Vulcan Materials Company or Florida Rock Industries based on the geographical location of a worksite as Vulcan's Quarry is in Stockbridge and Florida Rock's Quarry is in Forest Park.

102" Cab & Chassis Recommendation: Mr. Etheridge stated that the Authority solicited bids to replace a vehicle for the meter testing section. The knuckle crane on the existing vehicle will be remounted on the new cab and chassis along with reworking the existing platform body. Staff recommends purchasing one (1) New 2007 Freightliner M2 102" cab & chassis from Middle Georgia Freightliner for fifty-four thousand eight hundred twenty-three dollars (\$54,823) which is the low bid.

Regular Board Meeting  
 April 6, 2006  
 Page Twenty

Clayton County Water Authority  
 102" C/A Cab & Chassis  
 March 2006

<b>Vendor</b>	<b>Bid</b>	<b>Make/Model</b>
Atlanta Freightliner – Fulton Industrial 1033 LaGrange Blvd. S.W. Atlanta, GA. 30336	No Bid	
Atlanta Freightliner Truck Sales & Service Attn: Al Seiler 5884 Frontage Rd. Forest Park, GA. 30297	\$59,950.00	2007 Freightliner M2
Peach State Truck Centers 100 Sterling Place McDonough, GA 30253	No Bid	
Bill Heard Chevrolet/International 6301 Veterans Parkway P.O. Box 8888 Columbus, GA 31908	No Bid	
Nalley Motor Trucks 2560 Moreland Avenue Atlanta, GA. 30315	\$57,027.00	2007 International 4300
Middle Georgia Freightliner 6391 Hawkinsville Rd. Macon, GA. 31206	\$54,823.00	2007 Freightliner M2

Recommendation: The CCWA staff recommends purchasing 1 New Freightliner M2 from Middle Georgia Freightliner for \$54,823.00. The budget for this vehicle was \$65,000.00 to include remounting a knuckle crane. The remaining \$10,177.00 will be expended to rework the platform body and remount a knuckle crane on this new chassis.

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

RESOLVED: to authorize the purchase of 1 New Freightliner M2 102" Cab & Chassis from Middle Georgia Freightliner for fifty-four thousand eight hundred twenty-three dollars (\$54,823).

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-One

84" Cab & Chassis Recommendation: Mr. Etheridge continued with a recommendation to purchase one (1) New Freightliner M2 84" cab & chassis from Middle Georgia Freightliner for fifty-four thousand six hundred ninety-six dollars (\$54,696).

Clayton County Water Authority  
 84" C/A Cab & Chassis  
 March 2006

Vendor	Bid	Make/Model
Atlanta Freightliner – Fulton Industrial 1033 LaGrange Blvd. S.W. Atlanta, GA. 30336	No Bid	
Atlanta Freightliner Truck Sales & Service Attn: Al Seiler 5884 Frontage Rd. Forest Park, GA. 30297	\$59,950.00	2007 Freightliner M2
Peach State Truck Centers 100 Sterling Place McDonough, GA 30253	No Bid	
Bill Heard Chevrolet/International 6301 Veterans Parkway P.O. Box 8888 Columbus, GA 31908	No Bid	
Nalley Motor Trucks 2560 Moreland Avenue Atlanta, GA. 30315	\$57,027.00	2007 International 4300
Middle Georgia Freightliner 6391 Hawkinsville Rd. Macon, GA. 31206	\$54,696.00	2007 Freightliner M2

Recommendation: The CCWA staff recommends purchasing 1 New Freightliner M2 from Middle Georgia Freightliner for \$54,696.00.

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

RESOLVED: to authorize the purchase of 1 New 2007 Freightliner M2 84" Cab & Chassis from Middle Georgia Freightliner for fifty-four thousand six hundred ninety-six dollars (\$54,696).

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Two

Maintenance Body & Air Compressor Recommendation: Mr. Etheridge stated that the next item is also a low bid item. Staff recommends purchasing one (1) MTC Line Maintenance Body w/Vanair Compressor from Interstate Truck Equipment, Incorporated for thirty-four thousand nine hundred fifty dollars (\$34,950.00).

Clayton County Water Authority  
 Line Maintenance Body and Air Compressor  
 Tab Sheet  
 March 2006

Vendor	Bid
Superior Truck and Equipment 66 Arcado Rd. Lilburn, GA. 30047	No Bid
Interstate Truck Equipment, Inc. 2740 Sullivan Rd. College Park, GA 30349	MTC Line Maintenance Body w/ Vanair Compressor \$34,950.00
Ranew's Truck Equipment 1308 Highway 41 North Milner, GA. 30257	No Bid
Smyrna Truck Equipment 2158 Atlanta Rd SE Smyrna, GA. 30080	No Bid
Fontaine Truck Equipment, Inc. 5178 Old Dixie Hwy. Forest Park, GA. 30297	Knapheide Line Maintenance Body w/ Boss Compressor \$39,175.00

Recommendation: We recommend purchasing 1 MTC Line Maintenance Body w/ Vanair Compressor from Interstate Truck Equipment, Inc. for \$34,950.00.

The combined budget for the 84" Cab & Chassis, Maintenance Body, and Air Compressor is \$87,000.00. We made a decision to specify that the Maintenance Body have a fully enclosed rear compartment to protect several pieces of equipment, materials, pipe, etc. stored on these trucks from the elements as well as theft. The addition of this feature caused the total bid for this unit to be \$89,646.00. We also would seek approval to transfer \$2,646.00 from BU 612.59941 to fund these purchases. The funds are available due to a lower than expected bid price on an excavator purchased last month.

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

RESOLVED: to purchase one (1) MTC Line Maintenance Body with Vanair Compressor from Interstate Truck Equipment Incorporated for thirty-four thousand nine

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Three

hundred fifty dollars (\$34,950) and to authorize the expenditure of the additional two thousand six hundred forty six dollars (\$2,646) needed to cover the entire cost of this new vehicle and equipment.

Annual Watermain Replacement Recommendation: Mr. Etheridge stated that staff recommends awarding this annual contract to Mack Jones Enterprises with the option to extend for a second and third year with no changes in terms or conditions. This company has been performing this work for the CCWA for the past 6 years. Their proposal is two dollars (\$2.00) per foot above the prices from 3 years ago, with no change in price on associated line items (reconnection of meters, tie-ins, hydrants, etc) in the bid proposal. Mr. Etheridge added that this is the third time he has bid this contract since he has been in this position.

Clayton County Water Authority  
 Watermain Replacement RFP  
 Tab Sheet

<b>Contractor</b>	<b>Proposal Amount</b>
Mack Jones Enterprises, Inc. 5659 McEver Road Flowery Branch, GA 30542	\$170,060.00
Callaway Grading 1699 North Mt. Carmel Road Hampton, GA 30228	No Proposal
Ronny D. Jones Enterprises, Inc. 315 Milliard Farmer Industrial Blvd. Newnan, GA 30263	No Proposal
Mid-South Builders, Inc. P.O. Box 878 7057 Maddox Road Lithonia, GA 30058	No Proposal
Huff Grading & Pipeline Co., Inc. 117-B Commerce Drive Dallas, GA 30132	No Proposal
MacBa Sewer & Pipeline, Inc. 117 Park West Drive McDonough, GA 30253	No longer in business
Gary's Grading & Pipeline 7434 Highway 81 Monroe, GA 30656	No Proposal

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Four

Strack, Inc. 125 Laser Industrial Blvd. Fairburn, GA 30213	No Proposal
Gordy Construction P.O. Box 4 Columbus, GA 31902	No Proposal
Andrews Excavation, Inc. 112 Simpson Mill Road McDonough, GA 30252	No Proposal
Crawford Grading & Pipeline 1505 Dunlap Road Luthersville, GA 30251	No Proposal
Tom Davidson & Sons 79 School Road P.O. Box 257 Sunnyside, GA 30284	No Proposal
Hall Construction 670 Hall Road Hampton, GA 30228	No Proposal
Reynolds, Inc. 121 Roberts St. Fairburn, GA 30213	No Proposal
Wade Coats Company, Inc. 298 Six Flags Parkway Austell, GA 30168	No Proposal
Floyd S. Lee Grading 5755 Old Dixie Highway Forest Park, GA 30297	No Proposal
Richard R. Harp Excavation, Inc. P.O. Box 1195 Fayetteville, GA 30214	No Proposal

Staff recommends awarding this annual contract to Mack Jones Enterprises with the option to extend for a second and third year with no changes in terms or conditions. This company has been performing this work for the CCWA for the past 6 years. Their proposal is \$2.00 per foot above the prices from 3 years ago, with no change in price on associated line items (reconnection of meters, tie-ins, hydrants, etc) in the bid proposal.

This type work is rather specialized and requires that the contractor work in established areas where they have to deal with existing utilities, driveways, flowers and trees, etc. As long as new work is available for contractors, where they do not have to deal with the



Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Five

conditions above, they prefer not to bid this type work. We have historically received no more than 2 proposals.

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

RESOLVED: to award the Annual Watermain Replacement contract to Mack Jones Enterprises with an estimated annual amount of one hundred seventy thousand sixty dollars (\$170,060) with the option to extend for a second and third year with no changes in terms or conditions contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

W.B. Casey Plant Sewer Line Repair: Mr. Etheridge stated that this is information only on the W. B. Casey Plant Sewer Line Repair. Funding for this repair has already been approved in the 2005 budget.

Clayton County Water Authority  
 24"/21" Sewermain Rehabilitation

In the late 1950's, a 24" sewer main was constructed beginning at the Casey Plant northward along the Flint River. At Jesters Creek (Tara MHP), this line reduced in size to 21". This main is predominately pre-stressed concrete pipe. However, standard practice at the time was to install Corrugated Metal Pipe at creek crossings. This thin metal pipe has deteriorated to the point that we are taking on excess infiltration as well as sand and silt.

We propose to rehabilitate the 17 sections of this main to correct these problems. Of the 17 sections, it is most cost effective to install a liner in 13 sections of the existing pipe, which essentially creates a new line. On the remaining 4 sections, it will be most cost effective to open, cut, and replace the metal piping. The entire length of these 17 sections will be cleaned and televised. We may also encounter heavy deposits of sand/silt that will require a "bucket machine" to effectively remove this material. The estimate below is preliminary and is a "worse case" scenario. Funding is available for this work in the FY 2005 Budget in 621.511 (materials) and 621.561 (contracted services). We have contracts in place for this work.

Insituform Technologies to line 13 sections of main

Clean 3,265' of Sewermain	\$17,957.00
Bucket 3,265' of Sewermain	\$8,162.50
Televise 3,265' of Sewermain	\$8,000.00

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Six

Install liner in 830' of 24" Sewermain	\$63,080.00
Install liner in 892' of 21" Sewermain	\$57,088.00
Insituform Total	\$154,257.50

Tom Davidson and Sons to repair 4 sections of main

Labor/Equipment	\$54,600.00
Materials	\$9,398.00
Tom Davidson & Sons Total	\$63,998.00
Total Estimate	\$218,255.50

Cooper Way at Conkle Road Recommendation: Mr. Etheridge stated that as part of our Water Distribution Model Update, which was finished in the last few months, our staff worked with CH2M Hill to identify some areas in our water system that are experiencing low pressure.

Clayton County Water Authority  
 Conkle Road Watermain Extension  
 April 2006

The 2005 Water Distribution Model update confirmed that we have an area in our water system with less than desirable pressures. This area is on Conkle Road in the vicinity of Cooper Way and the Weybridge/Winchester Subdivisions.

This low pressure issue results in numerous service complaints to the Authority as well as sub par fire protection. To remedy this problem, we propose to construct approximately 2,300' of 8" watermain along Conkle Road from Mt. Zion Road to Cooper Way.

The estimate below is preliminary and is a "worse case" scenario and funding is available for this work in the FY 2005 Budget in 611.561. We have a contract in place with Mack Jones Enterprises to complete this work at an amount not to exceed \$120,000.00.

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

RESOLVED: to award the Conkle Road Watermain Extension to Mack Jones Enterprises to complete this work at an amount not to exceed one hundred twenty thousand dollars (\$120,000) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Seven

		Bidder # 1 <b>Concrete Supply</b> P.O. Box 113 Fayetteville, GA 30214  770 461-3281 ext: 213	Bidder # 2 <b>C&amp;J Carriers</b> P.O. Box 490 Lovejoy, GA 30250  Mike Stewart (ordering) 678-817-7625  nextel 44581 Angela or Gloria (accounting) 770-603-1125	Bidder # 3 <b>Walker Brothers Trucking</b> 610 Bohannon Rd Fairburn, GA 30213  404-363-2166	Bidder # 4 <b>Greg Holland, Inc.</b> P.O. Box 96 Fairburn, GA 30213  770-964-1130
<b>Product</b>	<b>Estimated Quantity</b>	<b>Price per Unit</b>	<b>Price per Unit</b>	<b>Price per Unit</b>	<b>Price per Unit</b>
RIP-RAP stone type I	1,000 Tons	\$19.65	\$20.60	\$19.50	\$21.00
RIP-RAP stone type III	2,000 Tons	\$16.40	\$18.10	\$17.50	\$19.00
Surge stone	500 Tons	\$14.20	\$14.30	\$14.85	\$15.00
Baby surge stone	500 Tons	\$14.20	\$14.30	\$14.85	\$14.50
#3 Stone	100 Tons	\$13.25	\$13.80	\$14.25	\$14.50
#4 Stone	100 Tons	\$13.25	\$13.80	\$12.85	\$14.00
#5 Stone	100 Tons	\$13.25	\$13.05	\$12.85	\$14.00
#57 Stone	1,000 Tons	\$13.05	\$13.05	\$12.85	\$14.00
Crushed Stone Base	3,000 Tons	\$10.75	\$11.25	\$11.25	\$10.00
#8-10 Stone	500 Tons	\$13.00	\$10.65	\$14.70	\$15.00
River Sand	100 Tons	\$13.50	\$9.00	\$17.25	\$16.00
Fill Dirt	100 Tons	\$14.00	\$5.50	\$5.55	\$15.00
Top Soil	200 Tons	\$19.00	\$5.50	\$9.72	\$25.00

Mr. Etheridge stated that staff recommends on Quarry Products-Delivered, Item J, to purchase from all vendors that submitted bids. We will always attempt to use the lowest bidder and will use other vendors only in the event that the low bidder cannot meet our schedule/needs.

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Eight

**Clayton County Water Authority  
 Quarry Products - Delivered  
 April 2006**

Vendor	Bid Amount
Concrete Supply P.O. Box 113 Fayetteville, GA 30214	\$128,975.00
C&J Carriers, LLC P.O. Box 490 Lovejoy, GA 30350	\$129,840.00
Walker Brothers Trucking 610 Bohannon Rd. Fairburn, GA. 30213	\$131,519.00
Greg Holland Enterprises P.O. Box 490 Lovejoy, GA 30350	\$137,600.00
Evans Sand & Gravel, Inc. 114 Quarry Road Stockbridge, GA 30281	No Bid
GMS Select Products 1940 Highway 42 South McDonough, GA 30253	No Bid

Staff recommends authorization to purchase from all vendors that submitted bids. We will always attempt to use the lowest bidder and will use other vendors only in the event that the low bidder cannot meet our schedule/needs.

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

RESOLVED: to authorize purchases from all vendors that submitted bids with the understanding that we will always attempt to use the lowest bidder and will use other vendors only in the event that the low bidder cannot meet our schedule/needs.

FY 2006 Services During Construction Recommendation: Chairman McQueen called on Mike Buffington, Project Engineer, who stated that this is the Task Order for Services for Construction with CH2M Hill for fiscal year 2006.

Regular Board Meeting  
 April 6, 2006  
 Page Twenty-Nine

TASK ORDER SUMMARY  
 PROGRAM MANAGEMENT AND SERVICES  
 DURING CONSTRUCTION – FISCAL YEAR 2006  
 TASK ORDER NO. RE-06-01

Includes program management and services during construction provided by CH2M Hill during Fiscal Year 2006 (May 1, 2006 through April 30, 2007). These services include general program management, and construction management and inspection for Northeast WRF Expansion and Upgrade, Huie Phase 2 Constructed Wetlands, and miscellaneous Tank Painting projects.

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

Project Managers:

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

Task Order Summary:

- Task Order Amount – \$1,958,000 (not to exceed amount)

Funding:

- FY 2006 R&E Funds

TASK ORDER RE-06-01

This is an attachment to the AGREEMENT between CH2M HILL (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for the project generally described as *Fiscal Year 2006 Program Management Services and Services During Construction for CCWA’s, Huie Phase II Constructed Wetlands, Northeast WRF Expansion and Upgrade, and Miscellaneous Tank Coating Projects.*

ARTICLE 1 — SCOPE OF SERVICES

Program Management

The scope of services for this portion of the Task Order is for fiscal year 2006 (May 1, 2006 through April 30, 2007). It continues to provide program management assistance and implementation of the Program’s fully integrated Project Control System (PCS) that combines scope, schedule, budget, actual, and forecast data for each of the Program’s projects into one database. The PCS will implement processes and procedures that successfully drive program and project-critical activities to completion. The PCS includes planning, scheduling, cost

Regular Board Meeting  
April 6, 2006  
Page Thirty

control, and funds management, as well as the application of work processes such as the project accounting system, cost/schedule progress reporting procedures, and corrective action management.

This portion of the task order is a continuation of the scope of the existing Task Order BO-05-01 that ended on April 30, 2006 and was for Program Management Services for Fiscal Year 2005.

The scope of services for fiscal year 2006 includes:

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

#### Task 1 – Planning And Program Assistance

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

#### Task 2 – Scheduling

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

#### Task 3 – Estimating

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

Regular Board Meeting  
April 6, 2006  
Page Thirty-One

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

#### Task 4 – Cost Control

This task will provide the ability to control costs which is predicated on timely issue identification and the quality of the corrective management actions taken. The ENGINEER's project control tools provide a foundation of real-time cost and schedule information from which experienced project managers can forecast future results by applying various management action scenarios.

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

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

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

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

#### Task 5 – Funds Management

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

Regular Board Meeting  
April 6, 2006  
Page Thirty-Two

#### Task 6 – Reporting

The ENGINEER will prepare monthly reports using the same format used for fiscal year 2005. As work is initiated, actual costs are captured in the accounting system at the appropriate level of the WBS. A labor distribution report will be downloaded weekly to allow the project manager to review and track charges by employee or WBS element.

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

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

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

#### Task 7 – Baseline Change Control Management

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

#### Services During Construction

The scope of services for this portion of the Task Order is for fiscal year 2006 (May 1, 2006 through April 30, 2007) and provides services during construction for the projects listed above during this time period. Additional task orders will be developed for subsequent fiscal years to cover services during construction for the above projects as well as additional projects that enter construction.

#### 1.0 GENERAL

The ENGINEER will provide Services during Construction (SDC) as defined below. These SDC are intended to assist the OWNER to administer the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in substantial compliance with the contract documents, and assist the OWNER in responding to events that occur during the construction. These SDC are based upon the understanding that the OWNER will contract directly with the Contractor and will be actively involved in the construction process



Regular Board Meeting  
April 6, 2006  
Page Thirty-Three

to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. These SDC are also based upon the OWNER executing a contract for construction with the Contractor that is consistent with the ENGINEER's Agreement and with these SDC, and which provides the requisite authority for the ENGINEER to fulfill its SDC responsibilities.

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

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

## 2.0 SERVICES DURING CONSTRUCTION PHASE

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

### 2.1 Project Management Services

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

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

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

### 2.2 Document Management System and Procedures

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

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

### 2.3 Site Coordination

Regular Board Meeting  
April 6, 2006  
Page Thirty-Four

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

2.4 Construction Contract Administration

- 2.4.1 Permits, Bonds and Insurance: The ENGINEER will verify that the required permits, bonds, and insurance have been submitted by each Contractor.
- 2.4.2 Payments to Contractor:
- 2.4.2.1 The ENGINEER will receive and review each Contractor's requests for payment. The ENGINEER will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The ENGINEER shall provide recommendations to the OWNER as to the acceptability of the requests. The ENGINEER will advise the OWNER as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Regular Board Meeting  
April 6, 2006  
Page Thirty-Five

2.4.2.2 Recommendations by the ENGINEER to the OWNER for payment will be based upon the ENGINEER's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that each Contractor has completed the work in exact accordance with the contract for construction; that the ENGINEER has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the OWNER free and clear of liens, claims, security interests, or encumbrances.

2.4.2.3 Correspondence and Communications: The ENGINEER will coordinate all written communications among the Contractor, the ENGINEER and the OWNER during the construction. The ENGINEER will prepare written communications to the Contractor and provide recommendations to the OWNER for written communications between the OWNER and the Contractor.

## 2.5 Changes

2.5.1 Minor Variations in the Work: The ENGINEER may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are consistent with the intent of the contract documents.

2.5.2 Coordinate Issuance of Changes: The ENGINEER will assist the OWNER with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for significant scope changes shall be considered as Additional Services, and shall entitle the ENGINEER to additional compensation.

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

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

Design and engineering services of the ENGINEER to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling the ENGINEER to additional compensation.

Regular Board Meeting  
April 6, 2006  
Page Thirty-Six

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

## 2.6 Interpretations of Contract Documents

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

## 2.7 As-Built Documents

The ENGINEER will coordinate the Contractor's submittal of as-built drawings, specifications and other as-built or record documents. The ENGINEER will utilize these and incorporate all changes electronically and produce a conformed set of as-built drawings for the OWNER. The ENGINEER will submit to the OWNER one full size copy of conformed as-built drawings, and one electronic copy of the conformed drawings on a CD.

## 2.8 Claims and Disputes

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

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

## 2.9 Project Controls

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

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

Regular Board Meeting  
April 6, 2006  
Page Thirty-Seven

- 2.9.2 Contractor's Schedule Updates: The ENGINEER will review the Contractor's periodic schedule updates or other schedule submissions. The ENGINEER will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. The ENGINEER will provide comments to the OWNER regarding the updates or other submissions.
- 2.9.3 Effect of Change Orders: The ENGINEER will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. The ENGINEER will advise the OWNER as to the potential impact of proposed or issued Change Orders. The ENGINEER will assist the OWNER in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.
- 2.9.4 Periodic Reports: The ENGINEER will provide periodic reports to the OWNER as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction.

## 2.10 Field Inspection

- 2.10.1 Field Office: The ENGINEER will staff a field office on the project site for purposes of providing inspectors to observe the work of the Contractor.
- 2.10.2 Independent Testing, Inspection and Survey Services: The OWNER will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. The ENGINEER will assist in coordinating OWNER provided testing, inspection and survey services. The ENGINEER will review the reports and other information prepared by the independent firms that are provided to the OWNER. The ENGINEER will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and/or the OWNER. The ENGINEER shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.
- 2.10.3 Review of Work: The ENGINEER will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. The ENGINEER will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations.

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

The ENGINEER's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. The ENGINEER does not guarantee the performance of the Contractor. The ENGINEER's observations shall not relieve the

Regular Board Meeting  
April 6, 2006  
Page Thirty-Eight

Contractor from responsibility for performing the work in accordance with the contract for construction, and the ENGINEER shall not assume liability in any respect for the construction of the project. The ENGINEER shall, with the assistance of the OWNER, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.

- 2.10.4 Deficient and Non-conforming Work: Should the ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the ENGINEER will bring this to the attention of the Contractor and the OWNER. The ENGINEER will thereupon monitor the Contractor's corrective actions and shall advise the OWNER as to the acceptability of the corrective actions.
- 2.10.5 Design Team Visits: The ENGINEER will coordinate visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the OWNER.
- 2.10.6 Factory and Off-Site Tests and Inspections: The ENGINEER will coordinate tests and inspections of work, materials and equipment for the project at off-site facilities and suppliers, as specified in the contract for I & C equipment.
- 2.10.7 Performance and Witness Testing: The ENGINEER will attend and witness field and factory performance tests for the I & C equipment as specified in the contract for construction and the ENGINEER contract scope.
- 2.10.8 Regulatory and Third Party Testing and Inspections: The ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.
- 2.10.9 Subsurface and Physical Conditions: Whenever the Contractor notifies the ENGINEER of subsurface or physical conditions at the site which he believes differs from the contract documents, the ENGINEER will advise the OWNER and inspect the conditions at the site. The ENGINEER will advise the OWNER as to the appropriate action(s), and will assist the OWNER in responding to the Contractor.

Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service, entitling the ENGINEER to additional compensation.

- 2.10.10 Substantial and Final Completion: The ENGINEER will assist the OWNER with inspections at substantial and final completion, in accordance with the contract for construction. The ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. The ENGINEER shall make recommendations to the OWNER regarding acceptance of the work based upon the results of the final inspection.

Regular Board Meeting  
April 6, 2006  
Page Thirty-Nine

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

## 2.11 Shop Drawings, Samples and Submittals

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

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

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

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

## 2.12 Design Clarifications

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

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

## 2.13 Safety

Regular Board Meeting  
April 6, 2006  
Page Forty

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

### 3.0 SERVICES DURING CLOSE-OUT PHASE

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

#### 3.1 Substantial Completion

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

#### 3.2 Final Completion

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

### 4.0 ASSUMPTIONS

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

- 4.1 The construction period for each project is based on the schedule as follows:
- Huie Phase II Constructed Wetlands – 01 May 05 through 30 May 06 (13 months)
  - Northeast WRF Expansion and Upgrade – 01 Aug 05 through 30 Sept 08 (38 months)
  - Miscellaneous Tank Coating projects – to be determined



Regular Board Meeting  
April 6, 2006  
Page Forty-One

- 4.2 For this scope of services for fiscal year 2006, the above projects are expected to be active as follows:
- Huie Phase II Constructed Wetlands – 01 May 06 through 30 June 06 (2 months)
  - Northeast WRF Expansion and Upgrade – 01 May 06 through 30 April 07 (12 months)
  - Miscellaneous Tank Coating projects- to be determined
- 4.3 The Contractor will provide a field office structure, furniture, telephone, facsimile, computer equipment, and security services for resident ENGINEER staff. The Contractor will pay monthly utility, telephone, and cleaning charges.
- 4.4 The OWNER will not be providing pre-purchased equipment or materials.
- 4.5 The ENGINEER will attend one pre-construction meeting per construction contract with the OWNER, Contractor and other interested parties in the OWNER's office or at the project site.
- 4.6 Bi-weekly construction progress meetings will be attended at the project site. The ENGINEER will have one person (minimum) attend each meeting.
- 4.7 The number of original submittals and re-submittals expected during the fiscal year 2006 for each project is as follows:
- Huie Phase II Constructed Wetlands –record drawings only
  - Northeast WRF Expansion and Upgrade –50 submittals and 30 re-submittals
  - Tank Coating Projects – inspection services only
- 4.8 The ENGINEER will review, on a monthly basis, one updated monthly schedule for the Northeast WRF Expansion project.
- 4.9 Requests for Interpretation from the Contractor, expected during the fiscal year 2006, will be reviewed and responded to as follows:
- Northeast WRF Expansion and Upgrade –200 RFIs
- 4.10 The ENGINEER will review one Contractors' monthly pay request per project, with the exception of the Miscellaneous Tank coating projects.
- 4.11 The ENGINEER will not provide surveying to provide baseline control for construction.
- 4.12 OWNER will provide one experienced inspector and one experienced resident engineer from May 06 through April 07.

#### 5.0 ADDITIONAL SERVICES

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

Regular Board Meeting  
 April 6, 2006  
 Page Forty-Two

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

Due to the nature of construction projects, the Scope of Work described in Article 1 is not entirely within the control of the ENGINEER and cannot be exactly predicted. The rate schedule, noted as Attachment A, defines the labor rates for personnel to be utilized in conjunction with the scope of work for Task Order RE-06-01.

## ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in Attachment A. Compensation shall be cost-reimbursable-per diem (time and expenses), with a maximum, not to exceed amount of \$1,958,000.00 without written approval from the OWNER.

## ARTICLE 3 — INSURANCE

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

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

IN WITNESS WHEREOF, the parties execute below:

Regular Board Meeting  
April 6, 2006  
Page Forty-Three

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

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

For ENGINEER, CH2M HILL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

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

Regular Board Meeting  
 April 6, 2006  
 Page Forty-Four

**ATTACHMENT A**

**PROPOSED 2006 LABOR COMPENSATION SCHEDULE  
 CLAYTON COUNTY WATER AUTHORITY**

<b>Per Diem Class</b>	<b>Grade</b>	<b>Billing Title</b>	<b>2005 Bill Rate**</b>	<b>2006 Bill Rate**</b>
1	E9	Principle/Program Manager/Information Solutions Manager	162.00	165.00
2	E8	Principle/Program Manager/Information Solutions Manager	162.00	165.00
3	E7	Principle/Program Manager/Information Solutions Manager	162.00	165.00
4	E6	Project Manager/Senior Project Engineer/IS Engineer	140.00	143.00
5	E5	Project Manager/Senior Project Engineer/IS Engineer	140.00	143.00
6	E4	Project Engineer/Senior Engineer/Senior Planner/Senior Scientist	120.00	122.00
7	E3	Associate Engineer/Planner/Scientist	100.00	102.00
8	E2	Staff Consultant/Engineer/Software Development Analyst	90.00	92.00
9	E1	Staff Consultant/Engineer	77.00	79.00
10	E0	Staff Consultant/Engineer	77.00	79.00
11	T5	Lead Technician/Project Controls Specialist	89.00	91.00
12	T4	Lead Technician/Project Controls Specialist	89.00	91.00
13	T3	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
14	T2	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
15	T1	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
16	T-Aide	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
OFC	OFC	Office Support	61.00	62.00
		Startup Consultant	140.00	143.00
		Construction Manager	135.00	138.00
		Resident Engineer	108.00	110.00
		Field Engineer	91.00	93.00
		Lead Inspector	81.00	83.00
		Inspector	74.00	75.00
		Technical Assistant	67.00	68.00

\*\*For all personnel, the proposed 2006 bill rate is equal to the approved 2005 bill rate plus 2%, rounded to the nearest whole dollar.

Regular Board Meeting  
 April 6, 2006  
 Page Forty-Five

**EXHIBIT A  
 INSURANCE REQUIREMENTS**

**TASK ORDER RE-06-01**

Fiscal Year 2006 Program Management Services and Services During Construction for CCWA's Huie Phase II Constructed Wetlands, Northeast WRF Expansion and Upgrade, and Miscellaneous Tank Coating Projects

**ENGINEER's Insurance**

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

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

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

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

The limits of coverage shall be:

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

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

Regular Board Meeting  
April 6, 2006  
Page Forty-Six

(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 \$25,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

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

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

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

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

Mr. Buffington stated that this task order is a cost reimbursable task order for the not-to-exceed amount of one million nine hundred fifty-eight thousand dollars (\$1,958,000) and will be funded by our R&E Fund. Mr. Buffington asked Mike Bennett with CH2M Hill to come forward to make some comments.

Mr. Bennett stated that on behalf of Rick Hirsekorn, Geri Dickerson, and the entire CH2M Hill team, he would really like to thank the Board for the opportunity to continue to serve as consultants for the Clayton County Water Authority. This year CH has recognized that the local economy and maybe some of the

Regular Board Meeting  
 April 6, 2006  
 Page Forty-Seven

local salary increases did not keep up with some of the other areas of the state. Keeping that recognition in mind, CH is proposing only a two (2%) per cent rate increase for our rates this year. This rate is significantly less than previous years.

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

RESOLVED: to approve the Services during Construction Task Order from CH2M Hill for the Fiscal Year 2006 in the not-to-exceed amount of one million nine hundred fifty-eight thousand dollars (\$1,958,000).

Huie Phase III Wetlands Recommendation: Mr. Buffington stated that this is the Huie Constructed Wetlands Phase III Project Update. The Huie site Master Plan identified six (6) phases of constructed wetlands to provide a capacity of twenty-six million gallons per day. Phase I is complete and in operation. Phase II is near complete and will be placed in operation late this summer. This project will be Phase III, which will include four (4) sites with forty-seven point one (47.1) acres of wetted area. We did complete the timbering of the Phase III site under a separate contract.

### **HUIE CONSTRUCTED WETLANDS PHASE 3 PROJECT UPDATE**

The Jackson Transfer Pump Station currently pumps treated effluent from the Casey WRF to the Huie holding ponds for further treatment on the land application system (LAS). To expand and upgrade treatment at the Huie site, the LAS will be converted to constructed wetlands in several phases. Phase one with a treatment capacity of 3.60 MGD was completed and placed in operation July 2005. Phase 2 with a capacity of 2.65 MGD is currently under construction and scheduled for completion summer of 2006.

This project includes construction of Huie Constructed Wetlands, Phase Three with a treatment capacity of 3.14 MGD. The project includes construction of wetland cells, control structures, and conveyance piping; installation of plantings; and electrical, instrumentation and control systems. Phase one, two, and three will provide a combined treatment capacity of 9.39 MGD

**Project Managers:**

- CH2M Hill, Engineers – Wayne Murphy
- Clayton County Water Authority – Mike Buffington

**Bid Opening:**

Bids for construction of the project were received and opened at 2:00 PM, Local Time, March 16, 2006. The following bids were received:

- Heavy Constructors, Inc.                                 \$ 5,956,450.00
- Gary's Grading & Pipeline, Inc.                         \$ 6,178,984.92

Regular Board Meeting  
 April 6, 2006  
 Page Forty-Eight

**Estimate:**  
 Final Engineers Estimate \$ 6,626,000  
**Funding:**

The project will be funded by the Series 2005 Bond Issue.

Mr. Buffington stated that the Authority and the staff of CH2M Hill recommends that this project be awarded to Heavy Constructors, Incorporated, for the low bid amount of five million nine hundred fifty-six thousand four hundred fifty dollars (\$5,956,450).

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

RESOLVED: to award the Huie Constructed Wetlands Phase III project to the low bidder, Heavy Constructors, Incorporated, for the low bid amount of five million nine hundred fifty-six thousand four hundred fifty dollars (\$5,956,450) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Huie Phase III Services During Construction Recommendation: Mr. Buffington stated that this is the Task Order for Services During Construction for the Huie Phase III Constructed Wetlands project. The construction is planned to start in June and will be over a year of construction. Mr. Buffington stated that this task order with CH2M Hill will be cost reimbursable in the not-to-exceed amount of one hundred forty-one thousand (\$141,000) and will be funded by our Series 2005 Bond Issue. Staff recommends approval of this Huie Phase III Services During Construction Task Order

Mike Bennett of CH2M Hill made a few comments in regard to this task order.

TASK ORDER SUMMARY  
 SERVICES DURING CONSTRUCTION  
 HUIE CONSTRUCTED WETLANDS PHASE 3  
 TASK ORDER NO. BO-05-03

This task order includes services during construction provided by CH2M Hill for the Huie Constructed Wetlands Phase 3 project. Resident engineer for the project will be provided by the Water Authority.

Services provided by CH2M Hill include construction management and administration; document management; site coordination; preparation of as-built documents; project controls; field inspection; shop drawing and samples review



Regular Board Meeting  
April 6, 2006  
Page Forty-Nine

and approval; monthly pay request approval; design clarifications; and project closeout.

**Project Managers:**

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

**Task Order Summary:**

- Task Order Amount – \$141,000 (not to exceed amount)

**Funding:**

- Series 2005 Bond Issue

**TASK ORDER BO-05-03**

This is an attachment to the AGREEMENT between CH2M HILL (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for the project generally described as Huie Phase III Constructed Wetlands Services During Construction.

**ARTICLE 1 — SCOPE OF SERVICES**

**Services During Construction**

The scope of services for this Task Order provides the services during construction for the Huie Phase III Constructed Wetlands project.

**1.0 GENERAL**

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

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

Regular Board Meeting  
April 6, 2006  
Page Fifty

ENGINEER's compensation for the SDC, and will require an adjustment to the ENGINEER's compensation.

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

## **2.0 SERVICES DURING CONSTRUCTION PHASE**

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

### **2.1 Project Management Services**

- 2.1.1 Management/Administration: The ENGINEER will provide overall project management and consultation support to OWNER for the entire project except as specifically assigned to others.
- 2.1.2 Workplan: The ENGINEER will develop a general workplan that defines the ENGINEER's delivery approach, staffing, responsibilities, and project deliverables.
- 2.1.3 Reporting: The ENGINEER will keep the OWNER advised of the progress of the construction. This includes submitting monthly progress reports to the OWNER and holding periodic meetings and consultations with the OWNER.

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

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

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

### **2.3 Site Coordination**

- 2.3.1 Pre-Construction Conference: The ENGINEER will attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project.
- 2.3.2 Mobilize On-Site Team: The OWNER and ENGINEER will mobilize a team on-site for the assumed construction duration to provide site coordination, contract administration

Regular Board Meeting  
April 6, 2006  
Page Fifty-One

and monitoring the performance of the Contractor. The on-site team will mobilize in field offices to be provided by the Contractor in accordance with the terms of the contract for construction.

- 2.3.3 Communications: The OWNER and ENGINEER will implement and maintain regular communications with the Contractor during the construction. The OWNER and ENGINEER will receive and log all communications from the Contractor and will coordinate all communications with the Contractor. The OWNER and ENGINEER will not communicate directly with the Contractor's subcontractors.
- 2.3.4 Project Site Meetings: The OWNER will conduct meetings with the Contractor as required and will prepare the minutes of these meetings.
- 2.3.5 Field Instructions and Orders: The OWNER will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

## **2.4 Construction Contract Administration**

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

## **2.5 Changes**

Regular Board Meeting  
April 6, 2006  
Page Fifty-Two

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

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

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

Design and engineering services of the ENGINEER to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling the ENGINEER to additional compensation.

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

## **2.6 Interpretations of Contract Documents**

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

## **2.7 As-Built Documents**

The ENGINEER will coordinate the Contractor's submittal of as-built drawings, specifications and other as-built or record documents. The ENGINEER will utilize these and incorporate all changes electronically and produce a conformed set of as-built drawings for the OWNER. The ENGINEER will submit to the OWNER one full size copy of conformed as-built drawings, and one electronic copy of the conformed drawings on a CD

## **2.8 Claims and Disputes**

Regular Board Meeting  
April 6, 2006  
Page Fifty-Three

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

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

## **2.9 Project Controls**

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

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

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

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

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

Regular Board Meeting  
April 6, 2006  
Page Fifty-Four

## **2.10 Field Inspection**

- 2.10.1 Field Office: The OWNER and ENGINEER will staff a field office on the project site for purposes of providing inspectors to observe the work of the Contractor.
- 2.10.2 Independent Testing, Inspection and Survey Services: The OWNER will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. The ENGINEER will assist in coordinating OWNER provided testing, inspection and survey services. The OWNER and ENGINEER will review the reports and other information prepared by the independent firms that are provided to the OWNER. The OWNER and ENGINEER will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and/or the OWNER. The OWNER and ENGINEER shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.
- 2.10.3 Review of Work: The OWNER will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. The OWNER will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations.
- The OWNER's inspection staff will arrange for monthly photographs of the work in progress by the Contractor.
- The OWNER's and ENGINEER's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. The ENGINEER does not guarantee the performance of the Contractor. The OWNER's and ENGINEER's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and the OWNER and ENGINEER shall not assume liability in any respect for the construction of the project. The ENGINEER shall, with the assistance of the OWNER, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.
- 2.10.4 Deficient and Non-conforming Work: Should the OWNER and ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the OWNER and ENGINEER will bring this to the attention of the Contractor. The OWNER and ENGINEER will thereupon monitor the Contractor's corrective actions and shall advise as to the acceptability of the corrective actions.
- 2.10.5 Design Team Visits: The ENGINEER will coordinate visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work

Regular Board Meeting  
April 6, 2006  
Page Fifty-Five

that are brought to the attention of the design team members by the Contractor or the OWNER.

- 2.10.6 Factory and Off-Site Tests and Inspections: The OWNER will coordinate tests and inspections of work, materials and equipment for the project at off-site facilities and suppliers, as specified in the contract for I & C equipment.
- 2.10.7 Performance and Witness Testing: The OWNER and ENGINEER will attend and witness field and factory performance tests for the I & C equipment as specified in the contract for construction and the ENGINEER contract scope.
- 2.10.8 Regulatory and Third Party Testing and Inspections: The OWNER will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.
- 2.10.9 Subsurface and Physical Conditions: Whenever the Contractor notifies the OWNER of subsurface or physical conditions at the site which he believes differs from the contract documents, the OWNER and ENGINEER will inspect the conditions at the site. The ENGINEER will advise the OWNER as to the appropriate action(s), and will assist the OWNER in responding to the Contractor.

Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service, entitling the ENGINEER to additional compensation.

- 2.10.10 Substantial and Final Completion: The ENGINEER will assist the OWNER with inspections at substantial and final completion, in accordance with the contract for construction. The OWNER and ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. The OWNER and ENGINEER shall make recommendations regarding acceptance of the work based upon the results of the final inspection.
- 2.10.11 Specialty Inspections: The ENGINEER and OWNER will agree as part of the ENGINEER's scope of work any specialty inspections or testing services that the OWNER requires from the ENGINEER for the work. The ENGINEER shall perform the agreed specialty inspections and testing in accordance with the contract for construction.

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

- 2.11.1 Submittal Schedule: The ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.
- 2.11.2 Review of Shop Drawings, Samples and Submittals: The ENGINEER will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. The ENGINEER will log and track all shop drawings, samples and submittals.

Regular Board Meeting  
April 6, 2006  
Page Fifty-Six

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

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

## **2.12 Design Clarifications**

- 2.12.1 Requests for Information: The OWNER and ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. The ENGINEER will coordinate such review with the design team and with the OWNER as appropriate. The OWNER and ENGINEER will coordinate and issue responses to the requests. The ENGINEER will log and track the Contractor's requests.
- 2.12.2 Proposed Substitutions: The ENGINEER will assist the OWNER in reviewing and responding to the Contractor's requests for substitution of materials and equipment. The ENGINEER will review such requests and will advise the OWNER as to the acceptability of such substitutions.

## **2.13 Safety**

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



Regular Board Meeting  
April 6, 2006  
Page Fifty-Seven

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

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

#### **3.1 Substantial Completion**

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

#### **3.2 Final Completion**

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

### **4.0 ASSUMPTIONS**

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

- 4.1 The ENGINEER will attend one pre-construction meeting with the OWNER, Contractor and other interested parties in the OWNER's office or at the project site.
- 4.2 Bi-weekly construction progress meetings will be attended at the project site. The ENGINEER will have one person (minimum) attend each meeting.
- 4.3 The number of original submittals and re-submittals expected during the project is as follows:
- Huie Phase III Constructed Wetlands –35 submittals and 20 re-submittals
- 4.4 The ENGINEER will review one baseline construction schedule and one updated monthly schedule for the project.
- 4.5 Requests for Interpretation from the Contractor, expected during the project, will be reviewed and responded to as follows:
- Huie Phase III Constructed Wetlands – 25 RFIs
- 4.6 The ENGINEER will not provide surveying to provide baseline control for construction.
- 4.7 OWNER will provide one experienced resident engineer for the entire project duration.

### **5.0 ADDITIONAL SERVICES**

Regular Board Meeting  
April 6, 2006  
Page Fifty-Eight

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

5.2 Provide services during construction that are outside the services described in this task order, such as:

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

Due to the nature of construction projects, the Scope of Work described in Article 1 is not entirely within the control of the ENGINEER and cannot be exactly predicted

## **ARTICLE 2 — COMPENSATION**

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in Attachment A. Compensation shall be cost-reimbursable-per diem (time and expenses), with a maximum, not to exceed amount of \$141,000.00 without written approval from the OWNER.

## **ARTICLE 3 — INSURANCE**

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

Regular Board Meeting  
April 6, 2006  
Page Fifty-Nine

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

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

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

For ENGINEER, CH2M HILL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

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

Regular Board Meeting  
 April 6, 2006  
 Page Sixty

**ATTACHMENT A**

**PROPOSED 2006 LABOR COMPENSATION SCHEDULE  
 CLAYTON COUNTY WATER AUTHORITY**

<b>Per Diem Class</b>	<b>Grade</b>	<b>Billing Title</b>	<b>2005 Bill Rate**</b>	<b>2006 Bill Rate**</b>
1	E9	Principle/Program Manager/Information Solutions Manager	162.00	165.00
2	E8	Principle/Program Manager/Information Solutions Manager	162.00	165.00
3	E7	Principle/Program Manager/Information Solutions Manager	162.00	165.00
4	E6	Project Manager/Senior Project Engineer/IS Engineer	140.00	143.00
5	E5	Project Manager/Senior Project Engineer/IS Engineer	140.00	143.00
6	E4	Project Engineer/Senior Engineer/Senior Planner/Senior Scientist	120.00	122.00
7	E3	Associate Engineer/Planner/Scientist	100.00	102.00
8	E2	Staff Consultant/Engineer/Software Development Analyst	90.00	92.00
9	E1	Staff Consultant/Engineer	77.00	79.00
10	E0	Staff Consultant/Engineer	77.00	79.00
11	T5	Lead Technician/Project Controls Specialist	89.00	91.00
12	T4	Lead Technician/Project Controls Specialist	89.00	91.00
13	T3	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
14	T2	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
15	T1	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
16	T-Aide	Field Service Specialist/Design Aide/Engineering Technician	67.00	68.00
OFC	OFC	Office Support	61.00	62.00
		Startup Consultant	140.00	143.00
		Construction Manager	135.00	138.00
		Resident Engineer	108.00	110.00
		Field Engineer	91.00	93.00
		Lead Inspector	81.00	83.00
		Inspector	74.00	75.00
		Technical Assistant	67.00	68.00

\*\*For all personnel, the proposed 2006 bill rate is equal to the approved 2005 bill rate plus 2%, rounded to the nearest whole dollar.

Regular Board Meeting  
 April 6, 2006  
 Page Sixty-One

**EXHIBIT A  
 INSURANCE REQUIREMENTS**

**TASK ORDER BO-05-03**

**Fiscal Year 2006 Services During Construction for CCWA's Huie Phase III  
 Constructed Wetlands**

**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

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.

Regular Board Meeting  
April 6, 2006  
Page Sixty-Two

(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 \$25,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

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

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

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

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

UPON Motion by Marie Barber and seconded by Wes Greene it was unanimously

RESOLVED: to approve the CH2M Hill Huie Constructed Wetlands Phase III Services During Construction Task Order in the not-to-exceed amount of one hundred forty-one thousand dollars (\$141,000).

Hooper Phase IV Watermain Recommendation: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who stated that the

Regular Board Meeting  
 April 6, 2006  
 Page Sixty-Three

Authority recently received bids to install Phase IV of the Hooper Waterline Replacement project.

**Hooper Phase IV Watermain Recommendation  
 Bids for Installation Labor**

The 2000 Master Plan identified the need to replace an aging steel water line that carries water from the Hooper WPP into the north part of Clayton County. This 16-inch water line is becoming a maintenance issue because of corrosion and frequent breaks. We are also providing for future capacity increases by upsizing this line to 24-inches while replacing it. Over 30,000 feet of line will be replaced in up to four phases. Phase One was completed in 2002, Phase Two was completed in 2004 and Phase Three is currently under construction. Phase Four consists of replacing 3,440 ft. of the existing 16 inch line with 24 inch ductile iron pipe and the addition of 746 ft. of 12 inch and 1,019 ft of 8 inch ductile iron pipe to extend a larger line to the Northeast WRF. This project is funded by the Renewal & Extension Fund.

We originally budgeted \$504,702 for this project but several things have changed from the original project scope – CCWA crews laid a portion of the line because a new subdivision was under construction; and the 12 and 8 inch water line extension to the Northeast WRF was added to provide improved fire service to the plant. The current job estimate is listed below.

**Project Estimate**

Materials Cost:	\$221,000
Easements & Permitting:	\$50,000
Labor:	<u>\$365,000</u>
Total Project Estimate:	\$636,000

Bids for installation labor for this project were taken on March 14, 2006. The bid tab sheet is attached.

Clayton County Water Authority  
 Hooper Water Line Replacement-Phase IV  
 Tab Sheet  
 March 14, 2006

Vendor	Bid
Tom Davidson & Sons, Inc.	\$364,869.50
D&J's Trenching Services	\$374,400.76
Mid-South Builders, Inc.	\$398,846.00
Turpin, Inc.	\$444,056.00
Gary's Grading & Pipeline Company	527,305.20
Precisions 2000, Inc.	694,205.48

Regular Board Meeting  
April 6, 2006  
Page Sixty-Four

CCWA staff recommends awarding this project to the low bidder, Tom Davidson & Sons, for \$364,869.50.

Mr. Thomas added that staff received six (6) bids and the low bidder, Tom Davidson & Sons, has done a tremendous amount of work for the Authority. We are very pleased with the quality of work that Mr. Davidson does for us. Mr. Thomas stated that staff recommends awarding this project to the low bidder, Tom Davidson & Sons, in the amount of three hundred sixty-four thousand eight hundred sixty-nine dollars and fifty cents (\$364,869.50).

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

RESOLVED: to award the Hooper Waterline Replacement Phase IV to the low bidder, Tom Davidson & Sons, in the amount of three hundred sixty-four thousand eight hundred sixty-nine dollars and fifty cents (\$364,869.50) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Board member, Wes Greene, asked if the Authority had any problems with the amount of work that the Authority has had in Henry County.

Mr. Brannan stated that the Authority has not had any problems working with Henry County. We have a good relationship with the Henry County staff, whether it is the water people or their permitting people.

Chairman McQueen recognized Mike Bennett with CH2M Hill who stated that it has come to their attention that one of the Authority's employees has recently been incarcerated to raise money for the American Cancer Society and after looking at photos of that person it appears that the arresting officers did the right thing. CH2M Hill is pleased to pledge five hundred dollar (\$500) for the release of "cool hand" Jim Poff.

Chairman McQueen stated that the Board certainly appreciates CH's pledge that will benefit the American Cancer Society.

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

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



Regular Board Meeting  
April 6, 2006  
Page Sixty-Five

After returning to the open session of the Board meeting, Mr. Greene wanted to invite the Board to the dedication of the new Forest Park location of his Amazing Grace Church on Sunday, April 23<sup>rd</sup>, at 3:30 p.m.

Mr. Brannan stated that the Stormwater Utility has been adopted by the Board of Commissioners. The Authority will budget for the Utility, collect fees, and then implement the Utility.

Mr. Brannan wanted the Board to know that we checked with surrounding counties regarding a senior citizens discount program and that neither DeKalb, Gwinnett, Fayette nor Henry has a discount program for seniors.

Mr. Brannan stated that the Board had suggested that we have a BOLD message on our bills indicating any unusual usage in order to make the customer aware that their bill is out of the norm. That is being implemented.

Mr. Greene inquired as to the Authority calling the customer such as Georgia Power, Atlanta Gas, and other companies do.

Mr. Chafin added that an IVR system would have that capability.

Mr. Brannan stated that this may be a feature on the updated customer service implementations that will be added soon.

Mr. Brannan informed the Board that Dr. Paul Colon in Forest Park has multiple meters and had a leak that had been leaking for some three (3) years before he tried to find the leak. This resulted in high bills which our staff adjusted twice in twelve months. Dr. Colon wanted the Board to consider giving him more relief with his balance than just the two adjustments that have already been given to him.

After some discussion, the Board agreed to stay with our current policy of two (2) adjustments in a twelve (12) month period and declined to give any more adjustments on Dr. Colon's account. Mr. Brannan would let Dr. Colon know of the Board's decision.

Mr. Brannan stated that Sprint has a cellular antenna on our water tank in Riverdale and wants to cut back the monthly fee or discontinue its operation. Currently, Sprint is paying the Authority one thousand seven hundred twenty-five dollars (\$1,725) per month and wants to decrease this amount to seven hundred sixty-seven dollars (\$767) per month since the purchase of Nextel by Sprint caused some duplication of antennas and they only need one in this area. The Board decided to continue with the contract at

Regular Board Meeting  
April 6, 2006  
Page Sixty-Six

the reduced amount of seven hundred sixty-seven dollars (\$767). Mr. Brannan added that some agencies have taken the revenue from these cell towers and set up a fund to help hardship cases.

The developer of a subdivision named The Preserve at Camp Valley consisting of one hundred fifty-seven (157) lots, which borders on Fulton and Clayton counties, has asked that the Authority serve this area with water and sewer service. Fulton County is not in a position to serve this particular piece of land and has asked the Authority to consider providing service. When an area to be served is on the extremities of both of our systems and it is in the best interest of those customers for us to service this area, Mr. Brannan recommends that our staff work with the developer to provide service. The developer will pay our water and sewer impact fees and the customers will be billed water and sewer rates based on either Clayton or Fulton rates, whichever are higher.

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

RESOLVED: to authorize the Authority to provide water and sewer service to The Preserve at Camp Valley subdivision located on the Fulton/Clayton county line with the customer being billed water and sewer rates based on either Clayton or Fulton rates, whichever are higher.

Mr. Brannan stated that Ed Wall of Knox Wall would be available on Monday evening, April 10<sup>th</sup> at 7:00 p.m. The Board members that are planning to attend please meet here at the Authority at 6:00 p. m.

Mr. Brannan wanted to remind the Board members of the AWWA conference in San Antonio, June 10<sup>th</sup>.

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

RESOLVED: that the regular session board meeting be adjourned.

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

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Pete McQueen, Chairman

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Walter Marie Barber, Secretary/Treasurer