

## CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road  
Morrow, Georgia 30260

Regular Board Meeting, July 7, 2005

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, Board Members, Wes Greene, John Westervelt, Allan R. Smith and John M. Chafin. General Manager, M. Wade Brannan, Deputy Manager, Terry Hicks, Department Managers, Guy Pihera, Mike Thomas, Teresa Adams, Herbert Etheridge, and Jim Poff, Finance Director, Emory McHugh, Customer Accounts Director, Morris Kelly, Project Manager, Mike Buffington, Human Resources Director, Ed Durham, IS Supervisor, Rodney Crowell, Contract & Procurement Administrator, Karen Riser, Public Information Officer, Suzanne Brown, Administrative Secretary, Carla Clark, and Executive Secretary, Janet Matthews. Also present were: Mike Reisinger of Crowder Construction, Kim Siebert with Clayton County's Extension Service, Steve Fincher of Fincher & Hecht, L.L.C., Geri Dickerson of CH2M Hill and Chris Wood of Jim Wood & Associates Public Relations. Also in attendance were CCWA employees John Beale, Mike Sneed, Jay Maxwell, Wesley Elliott, James Huie, Brandon Williams, Gene Beaber, Marcus McLester, James Drake, Bryant Bond, Jeff Batchelor, Stan Court, Keith Watkins, and Charles Ecton.

Chairman McQueen called on John Beale, to give the invocation.

Approval of Minutes: Chairman McQueen called for any omissions or additions to the Regular and Executive Session Board Meeting minutes of Thursday, June 2, 2005. Hearing none they were approved as received.

Financial and Statistical Report: Chairman McQueen called on Emory McHugh, Finance Director, who presented the monthly financial and statistical report. Mr. McHugh stated that with this being the first month of the new fiscal year there was not much to report. The auditors are here at the Authority now and have the financial statements. Mr. McHugh handed out a copy of the unaudited statements to the Board and added that there are three basic statements: the statement of net assets, revenue and expenses, and statement of cash flows. Mr. McHugh gave a quick overview of these statements.

Chairman McQueen asked if anyone had any questions for Mr. McHugh and stated that it is good that the Authority is better off this year than last year, taking into consideration the world-wide economy.

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Chairman McQueen mentioned that Ms. Barber was unable to attend today.

Mr. Greene asked Mr. McHugh to explain what “other” consisted of on page 38 under “operating revenue”.

Mr. McHugh stated that he would get a copy of what was included in this account to the Board before they left today.

Mr. Westervelt asked under “net assets-restricted” does that include health insurance and retirement.

Mr. McHugh answered that those “restricted” funds are in trusts and the accounts are restricted for a particular single purpose.

Mr. Brannan stated that one thing that he wanted to bring to the Board’s attention that would have a bearing on our operation, as well as fuel costs, is Georgia Power’s rates. Mr. Brannan had met with them this past month and asked them to prepare a total summary of all of our Georgia Power accounts so that we would know how much increase we could anticipate. The Authority’s power bill will increase seventeen point eight percent (17.8%) which is an estimate from them. Our 2004 bill was just over three million one hundred thousand dollars (\$3,100,000) and they are anticipating that our bill is going to three million seven hundred thousand dollars (\$3,700,000). Mr. Brannan added that when we talked to the rating agencies during our last bond sale, we told them that we anticipated a four percent (4%) average annual adjustment in our rates. Around October or November, staff will come back with a proposed adjustment for our rates.

Mr. Greene stated that he had heard on the news that we were under water restrictions, but we are trying to sell water and wanted to know why.

Mr. Brannan explained that these are state mandated water restrictions that have been in force for a couple of years and our Authority is mirroring this minimum water ban.

Mr. Greene and Mr. Westervelt added that Clayton County Water Authority was the only water authority that was mentioned in this news report.

Chairman McQueen acknowledged that Ms. Geri Dickerson from CH2M Hill is attending the meeting in place of Rick Hirsekorn who could not be with us today.

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Mr. Brannan introduced Suzanne Brown our Public Information Officer (PIO). Most of you are familiar with her being down at the Commissioners Office since 1992. She is getting a good indoctrination to the Water Authority.

Employee Recognition: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who introduced seven employees who passed their state of Georgia Wastewater Collection System exam last month. Two employees could not be here today because they are working on a job that they could not leave. Nine out of eleven passed the exam which only has a 45% pass rate. Mr. Etheridge introduced Gene Beaber, crew leader in our rehab section, who inspects sewer lines. Brandon Williams, also a crew leader in our wastewater rehab section. Marcus McLester is a sewer cleaning foreman who keeps our sewer lines clean and unstopped and also does a good job handling customers. CCWA has experienced backups and damages to property and Marcus has gotten the settlements negotiated. Bryant Bond, Senior Equipment Operator moves our equipment around and helps our crews with whatever they need. Jeff Bachelor is also an equipment operator. Stan Court, Crew Leader, is on the Manhole Raising Crew that does a lot of specialized jobs now, replacing liners in deteriorated manholes, replacing the manholes, a lot of rehab work. We have Don Huie who is on one of our sewer cleaning trucks. Mr. Etheridge stated that all of these gentlemen passed their exam after several months of hard preparation.

Mr. Etheridge introduced James Drake, with the longest title in our department, Environmental Compliance Foreman and Charles Ecton, our Wastewater Maintenance Coordinator, who both tutored these employees during regular hours and after hours when needed. He thanked Charles and James for all their efforts in helping prepare these employees for this Wastewater Collection exam and also to thank the Board for their commitment to compensate these individuals after attaining this level in their professional development.

Chairman McQueen thanked all of these employees for what they do for the Authority and told them how much the Board appreciates their obtaining their state license which makes a better Water Authority.

Mr. Etheridge wanted to thank the Board for their approval five or six years ago of salary increases upon passing these exams.

Chairman McQueen called on Teresa Adams, Manager of General Services, who introduced Wesley Elliott who will be retiring from the Authority on July 22. Ms. Adams stated that Mr. Elliott started October 16, 1973 as a mechanic in the Fleet

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Maintenance section. Several years later, he was promoted to Senior Fleet Mechanic and two years ago was promoted to our Fleet Foreman position. Mr. Elliott has been an outstanding and dedicated employee. On behalf of the Clayton County Water Authority, Ms. Adams congratulated Wesley on his retirement and thanked him for his thirty-two (32) years of service.

Mr. Elliott thanked the Board for his time with the Authority.

Employee Service Recognition: Chairman McQueen called on Terry Hicks, Deputy Manager, who stated that today he has four individuals who all have fifteen (15) years of service. Charles Bowden from Maintenance & Construction could not be with us today, but we will see that he receives his pin.

Mr. Hicks called on Michael Sneed to come forward. Michael began with us in June of 1990 and is in the General Services area which takes care of minor repairs and a lot of little things that one may not ever see, including special projects. He has also been helping on lift stations as well. Mr. Hicks congratulated Michael and presented him with his service pin. The Board gave Mr. Sneed a round of applause as Ms. Brown took some photos.

Mr. Hicks called on Jay Maxwell to come forward. Mr. Hicks stated that Jay is another one that graduated from Jonesboro High School and started here in 1990 as a meter reader. Mr. Hicks had mentioned last month that a lot of quality employees have come out of that meter reading shop. In 1995, Jay was promoted to a Field Service Rep and last year was promoted to Supervisor in Collections. Jay is a Marine veteran of Desert Storm and he mentioned that one of his proudest moments was when the Board adopted a resolution, which is in the minutes, and presented him a framed copy upon his return to the Authority recognizing his time and service overseas. Mr. Hicks congratulated Jay and photos were taken as the Board gave him a round of applause.

Mr. Hicks asked Keith Watkins to come forward. Mr. Hicks stated that Keith graduated from Stockbridge High School and started with the Authority in 1990 in the sewer service area, probably under Herbert. In 1994, Keith was promoted into the drafting room, then through reclassification the Engineer Coordinator. If you talk to any contractor or developer they will know Keith because plans for water and sewer approvals come through him and he spends a great deal of time with those plans. Mr. Hicks thanked and congratulated Keith as he presented him his fifteen (15) year pin. Ms. Brown took a photo and the Board gave Keith a round of applause.

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Chairman McQueen, on behalf of the Board, told these employees how much they appreciate what they have done and hopes that they will give the Authority fifteen (15) more good years.

Chairman McQueen introduced Kim Siebert with Clayton County Extension Service. Ms. Siebert stated that about a year ago she and other representatives from the community agencies, including Ms. Barber, saw a need and came together to bring a grassroots leadership institute to Clayton County. In April, we had nineteen (19) graduates and now those folks are very busy giving back to their community. We would not have been able to do this without the use of the Community Room of the Water Authority. For twelve (12) consecutive weeks, four hours each week, we were able to use your room. We could not have found a better place. From the Grassroots Leadership Advisory Council, we just wanted to say thank you to Mr. Brannan. Ms. Siebert presented Mr. Brannan with a plaque.

Chairman McQueen thanked Ms. Siebert and added that the Board appreciates helping the community with our facilities and also the work that the Extension Service provides.

Northeast Plant Contractor Recognition: Chairman McQueen called on Mike Buffington, Project Engineer, who stated that last month the Board awarded a contract for the construction at the Northeast Water Reclamation facility to Crowder Construction Company for the low bid amount of fifty-five million six hundred thirty-three thousand dollars (\$55,633,000). Crowder has been in business since 1947, constructing water and wastewater system projects. Their corporate office is in Charlotte, North Carolina with a local office in Conyers, Georgia. They have projects throughout the southeast. We have a representative with us today from Crowder, Mr. Mike Reisinger, who will say a few words and then answer any questions you may have.

Mr. Reisinger thanked the Board for the invitation to be here today and added that it was especially enjoyable to watch the awards being given out. Traditionally, water authorities are pretty stuffy, but Mr. Reisinger was impressed with our presentations of awards.

Mr. Reisinger stated that Crowder Construction has an office in Conyers, Georgia and has five guys working hard to get a good start on this project. We are excited about working with Clayton County Water Authority. The Authority has a good reputation, as does your engineer. Crowder would like nothing better than to be your preferred

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contractor on this project, a safe project for all parties involved, and for the Authority to ask Crowder back when the job is completed.

Board member, John Chafin, asked if Mr. Reisinger was a Southern boy.

Mr. Reisinger answered that he is a graduate of Georgia Tech and grew up along the coast. His father was stationed at Glynco, down in South Georgia and he went to Glynn Academy in Brunswick, Georgia. Mr. Reisinger added that he lives in Rockdale County and he is also under water restrictions with the same odd/even day guidelines.

Chairman McQueen commented that the Board understands problems that come up on a job, they understand the weather, and if the contractor goes out there and does the job, we have the money to pay him, if he gets behind, we may have to hold some of his money back. The Board and our engineers will work with Crowder and we will do what we can as a Board to support you and this project so that we can finish it on time because time is money.

Mr. Buffington stated that Crowder was the most active contractor during the bidding process in seeking MBE and WBE suppliers and contractors.

Mr. Buffington reminded Mr. Greene that the last project was finished considerably under budget and told the Board that he had Mr. Reisinger come in his office and see the button that says change orders circled in red with a line through it. Everyone laughed and Mr. Reisinger added that he thought Mr. Buffington did this on purpose so that he could see that button. Mr. Reisinger thanked the Board for the opportunity to work on this Northeast project.

Mr. Greene asked Mr. Reisinger his job title

Mr. Reisinger stated that his title is Regional Operations Manager. Crowder has had an office in Conyers for three years and we have done some work in Henry County. Actually, this job is in Henry County and we are familiar with working in that area. Mr. Reisinger will be over this project which will have about ninety (90%) percent of his time, but he will have an onsite project manager.

Customer Service Operation Enhancements: Chairman McQueen called on Morris Kelly, Director of Customer Accounts, who brought the Board up to date on Customer Service projects going on. There are four projects, the imaging system upgrade, our telephone system upgrade, the Call Center and the utility billing customer

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information system project. The reason for these enhancements is the increase in the customer base, about three and a half percent (3.5%) per year. Our walk-in traffic continues to increase and our telephone traffic has increased also. One of the critical items that Morris wanted to point out is the “abandoned” calls, where the customer cannot get through, so they give up and hang up. This is what we want to work on.

Mr. Kelly explained the imaging system which stores our documents digitally. This makes it easier for staff to retrieve these documents. We are proposing to upgrade our system to the latest version and upgrade some of the modules for storing and retrieving the documents.

The next system that the Authority is looking at is the telephone system upgrade. Our vendor has told us that our processing software is not going to be supported by them much longer. We are several versions behind and really need to upgrade what we have.

Part of the desire that we have with our telephone system upgrade is to be able to push this campus telephone system out to our plants and remote areas. This would save a lot of money in purchasing systems at those plants. There have been so many new features put in telephone systems for management reports and call center reporting that is why there is such a need to upgrade this system.

The call center implementation is something that we are currently working on, pulling four (4) staff members out of Customer Service and two (2) out of Maintenance & Construction, putting them in a room downstairs to take all customer telephone traffic. Right now, when we take a telephone call we have to determine from the customer if it is something that needs immediate attention or something that can go through our normal work flow. Depending on their response, we have to direct that call out to Maintenance & Construction for an immediate response or for normal work flow we send it to Customer Service.

The last project is our utility building and customer information system. This system is going to provide us more flexibility while adding new processes. We currently store about two years worth of history per account and we would like to push this to five years of history. We want to provide more functionality to our customer. We want to be able to push electronic or wireless work out to our field personnel so they can be more efficient in the jobs that they do and add some additional forms of payments that we currently cannot do such as debit and credit card transactions. This is a big request from our customers.

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Mr. Kelly stated that the cost for the imaging upgrade and enhancements is forty-three thousand sixty-five dollars (\$43,065). During discussion with our current telephone vendor, we found that the cost to upgrade the system was so high that we decided to try to find a better system at a more competitive price. Therefore, we are going to hold off on the upgrades until we get the utility building and customer information system up and going. Staff will have those estimated costs in the fiscal 2006 budget.

The Call Center is underway and was funded in the 2005 budget for a cost of thirty-eight thousand dollars (\$38,000). It is about eighty percent (80%) complete and we have a "go live" date targeted for it on July 19<sup>th</sup> and we are under budget for that project thus far.

Karen Riser, Rodney Crowell, and other team members are in the middle of an evaluation process for the proposals that we have received for our utility building and customer information system which was budgeted in the current fiscal year. We released those proposals in March and received responses from seven (7) vendors and through our evaluation process thus far, have narrowed that to three (3), Alliance Data, Associated Systems and Harris Computer. We are currently performing phone interviews with clients of those vendors and will be doing one onsite visit for each vendor along with them giving us a scripted two day demonstration of their product.

It looks like it may be October before we make our final selection and bring this before the Board for your approval. The approval that we need today is the cost of the upgrade to the imaging software which is in the amount of forty-three thousand sixty-five dollars (\$43,065). These funds would come from the special purchases line item in the current budget.

Board member, John Chafin, asked Mr. Kelly if he is going to use an IVR system (Interactive Voice Response).

Mr. Kelly stated that the IVR will come with the billing system. The calls will go through the IVR and if the customer wants to initiate self-help, such as getting their balance or make a payment, they can do that by choosing certain options. If the customer wants to talk to a representative, then they will be directed to one.

Mr. Chafin asked if we will have an option for the customer to talk to someone in Spanish.

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Mr. Kelly answered that we will have an option for Spanish.

Board member, Wes Greene, asked how far away are we from having the option to use debit or credit cards.

Mr. Kelly stated that it will come with the implementation of this project which is probably September of next year.

Mr. Greene added that if the customer has the option to pay their bills on the internet or to pay by credit card, debit card, or check, then we will cut the “walk ins” and “call ins” down. Everyone else has this, so this should not take until September 2006.

Chairman McQueen stated that the customer can do automatic draft from their checking account.

Mr. Kelly stated that we do have that available now and we also have merchant agreements with Checkfree and Metavante.

Board member, John Chafin, asked Mr. Kelly if the Authority has a plan if this does not do what it is suppose to do.

Mr. Kelly stated that we could take the current system and add these features to it. Our current system is pushing twenty (20) years old and it is hard and cumbersome to work with. We would have to do a lot of programming to handle any additional services. Utility billing system software is designed with these features.

Mr. Greene stated that he thought that when we switched to Suntrust that one of the benefits was that they had some systems in place that we could hook onto and access and use them to help us with bill paying by credit card.

Mr. Kelly added that there would have to be an agreement with the credit card company for us to take credit cards for payment. That was addressed in the banking services with Suntrust, but our system for billing and processing payments would have to have the ability to scan the card, authorize it, and then post the payment to the account. The bank is not going to help you with the development of your billing system. The bank will help you with processing them through the banking system.

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Mr. Greene commented that Georgia Power and all the gas vendors have and it seems that the Authority needs to get up to speed on this.

Mr. Kelly stated that this is one of the biggest requests, along with the internet, that our customers have made of us and it has been going on for some time. It would be like taking two different efforts to try and take our system and do it when, we can bring this system in, with that feature, and implement it all at one time.

Mr. Brannan added that Mr. Kelly and several members of our staff have been going through this process, in detail, to try and select the best "fit" for our organization, our county, and our billing and have narrowed it to three vendors. The interface and software for the proper product has taken so much detail time up front in order to narrow it down to people that can work with us. Hopefully, the implementation time will be a lot better than we anticipate. Since our current system is so antiquated, we do not want to do anymore with that system.

Mr. Hicks stated that another issue that the Authority has is that the software that Mr. Kelly purchases is going to run the billing system. We have a totally different financial system, so as a part of the implementation process, we have to marry those two together to make sure that the information coming from the billing system goes into the financial system without someone down there manually entering all those numbers in. That is one reason that we have a long implementation time because these interfaces can take longer than expected.

Chairman McQueen stated that whatever time it takes to get it right is what the Board needs to do.

Mr. Kelly mentioned that the failure rate is high for not integrating systems correctly and Mr. Kelly and his staff wants to make sure that the correct system is chosen.

Mr. Chafin wanted to know if having customer service in another location would make a difference.

Mr. Kelly stated that he did not think that would matter, but just give the customer service reps the ability to be more efficient and more productive. The billing system and the customer information system will be the backbone of this and these other systems will help also, but the facility itself is fine for taking payments.

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Board member, John Westervelt, asked if in our imaging system, that we want to upgrade, is our data hard copy or scanned or electronic.

Mr. Kelly answered that our system is both ways, which is part of the update module. We currently have files that go automatically from the billing system to the imaging system and other files that are scanned in.

Mr. Westervelt asked if the new billing system would integrate with this software.

Mr. Kelly stated that he failed to mention that the upgrade will help to enhance the new CIS system and the reports coming from it.

Mr. Westervelt asked if we would have to dump the current system data.

Mr. Kelly answered that we would not have to dump this data.

Mr. Greene wanted to know what percent of our customers are on auto deduction.

Mr. Kelly stated that sixteen hundred ninety-two customers (1,692), out of seventy-five thousand customers (75,000).

Mr. Greene asked if we could put another flyer in the bills asking the customers to consider automatic deduction from their bank account to pay their water bill.

Upon Motion by John Westervelt and seconded by Allan Smith it was unanimously

RESOLVED: to approve the upgrade to the imaging software in the amount of forty-three thousand sixty-five dollars (\$43,065).

Shoal Creek Solids Handling Recommendation: Chairman McQueen called on Jim Poff, Manager of Water Reclamation, who showed some slides of the new Shoal Creek Solids Handling building. Staff would like to get approval of the Request for Proposal (RFP) for solids hauling before the building goes online so that we will have a contractor ready to begin once the building is finished. Mr. Poff showed a slide of the centrifuges that we are going to be using, both at Freeman Road and Shoal Creek. This piece of equipment does the solids dewatering for us. In the past, the Authority used belt filter presses, but did have centrifuges on the Water Production side. The Authority is going back to centrifuges on these two solids handling projects. At the Shoal Creek

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facility we process the Wastewater solids from Shoal Creek as well as the Alum solids from the Smith Plant right next door.

Mr. Poff stated that staff recommends accepting the low bid from Erth Products for a price of twenty-eight dollars and fifty cents (\$28.50) per wet ton hauled and disposed.

Clayton County Water Authority  
 RFP TABULATION  
 RESIDUAL SOLIDS MANAGEMENT  
 SHOAL CREEK WRF - July 2005

Republic Services Alpharetta, GA	\$35.35/wet ton
Waste Management Conley, GA	No Bid
Erth Products Peachtree City, GA	\$28.50/wet ton
BFI – Allied Waste Atlanta, GA	No Bid
Southern States Mauk, GA	No Bid
Southern Champion Services Norcross, GA	No Bid

Staff recommends accepting low bid from Erth Products for \$28.50 per wet ton hauled and disposed. Erth Products will use the Wastewater and Alum solids to make beneficially use soil amendments. Estimated annual costs of \$79,800 will be funded from Water Reclamation and Water Production operating budgets.

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

**RESOLVED:** to accept the low bid from Erth Products for twenty-eight dollars and fifty cents (\$28.50) per wet ton of Wastewater and Alum solids, hauled and disposed contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Fuel & Lubricants Recommendation: Chairman McQueen called on Teresa Adams, Manager of General Services, who stated that staff recommends that we bid the annual contract for Fuel & Lubricant Products for 2005. The last time we bid the Fuel &



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

RESOLVED: to accept staff's recommendation to re-bid the Fuel & Lubricant contract for 2005.

Rock Drilling & blasting bid Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who to present the annual contract for Rock Drilling & Blasting. When the Authority has waterline construction and sewer line maintenance and rehabilitation work a contractor is called in to blast rock when needed. We had seven (7) companies and only received one (1) bid back. Mr. Etheridge stated that the Authority offered a renewal to our current vendor at the same price, but in the last two years there has only been forty-two hundred (\$4,200) dollars spent. Based on the bond put in the bid package, no one wants to spend the amount for insurance for a small amount of work. Mr. Etheridge stated that staff recommends that we award the Rock Drilling and Blasting annual contract to Gary's Grading and Pipeline for one year, with a renewal for a second and third year with no price increase.

Rock Drilling & Blasting  
 Tab Sheet  
 June 2005

Vendor	Bid
Brent Scarbrough & Company, Inc. 146 E. Georgia Avenue Fayetteville, GA 30214	No Bid
John D. Stevens 305 Equipment Ct. Lawrenceville, GA 30045	No Bid
Powerhouse Blasting, Inc. P.O. Box 566692 Atlanta, GA 31156	No Bid
Precision Blasting Inc. 4688 Kings Highway Douglasville, GA 30135	No Bid
Rolling Rock Blasting Company 117B Commerce Drive Dallas, GA 30132	No Bid
Janod 190 Valois Dorian, Quebec, Canada	No Bid
Gary's Grading & Pipeline Company, Inc 7434 Hwy 81 Monroe, GA 30656	\$209,440.00

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Staff recommends the approval of Gary's Grading & Pipeline Company, Incorporated. These services are used only as needed which has historically been infrequently.

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

RESOLVED: to accept staff's recommendation to award the Rock Drilling & Blasting contract to Gary's Grading & Pipeline Company, Incorporated in the amount of two hundred nine thousand four hundred forty dollars (\$209,440) based only on as needed services for one year with a renewal for a second and third year with no price increase contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Metal Building Bid Recommendation: Mr. Etheridge stated that he and Ms. Adams put out for bid in November a building on our new property. This property is being used for vehicle storage and pipe yard. The Authority now has a need to build a building on this property to store some of Maintenance and Construction's vehicles and heavy equipment, especially during the wintertime. Ms. Adams' area in the warehouse is in need of closed and covered storage for some of our valves and fittings. In November, the staff presented this to the Board in a combined project for the building and the slab. None of the bidders could meet our provide risk management requirements. Staff decided to split the bids, one for the building and one for the slab. We anticipated that the Authority would receive better prices and the building contractor would not necessarily have to pour concrete, but could hire a subcontractor to do the concrete work. Also, the bonding requirements are not as strict this way.

Mr. Etheridge stated that the Board had approved one hundred thirty-eight thousand seven hundred thirty-one dollars last November. Staff recommends accepting the low bid from Adel Steel, Incorporated out of Valdosta, Georgia, in the amount of sixty-seven thousand five hundred twenty-four dollars (\$67,524) for the purchase and erecting of the building.

Mr. Chafin asked the size of this building.

Mr. Etheridge stated that the building is 150'x 40'x16''.

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Purchase and Erect One Pre-engineered Metal Building  
 May 2005

Vendor	Total Bid Amount
Foundation Works, Inc. Hampton, GA	No Bid
Davidson Contracting & Construction Jonesboro, GA	\$90,100.00
Southern Builders Inc. Jonesboro, GA	\$118,480.00
Gantt Metal Contractors, Inc. Brooks, GA	No Bid
Adel Steel, Inc Valdosta, GA	\$67,524.00
D&M Construction Zebulon, GA	\$116,397.00
Abuck, Inc. Mableton, GA	\$109,600.00

Recommendation: Staff recommends contracting with the low bidder, Adel Steel, Inc, in the amount of \$67,524.00 for this project. In the event that they cannot meet our risk management requirements we also request authorization to proceed with offering the contract to the other bidders beginning with the second lowest bidder.

This project was approved by the CCWA Board of Directors last fall and was re-bid as none of the vendors could meet our Risk Management requirements. The original approved bid for this project (building & slab) was \$138,731.00. If the vendors recommended for the two bids meet our requirements the total cost for this portion of the project will be \$101,524.00.

Chairman McQueen asked Mr. Etheridge to go ahead and discuss the concrete slab that will go under this metal building.

Concrete Slab Flooring Bid Recommendation: Mr. Etheridge stated that the low bidder for the Concrete Slab Flooring was Abuck, Incorporated, but they will only pour the slab in combination with the building, so staff recommends that the project be awarded to the second lowest bidder, Davidson Contracting & Construction of Jonesboro, Georgia for thirty-four thousand dollars (\$34,000).

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Turn Down Slab for Pre Engineered Metal Building  
 May 2005

Vendor	Total Bid Amount
Foundation Works, Inc. Hampton, GA	No Bid
Davidson Contracting & Construction Jonesboro, GA	\$34,000.00
Southern Builders Inc. Jonesboro, GA	\$38,500.00
Gantt Metal Contractors, Inc. Brooks, GA	No Bid
Adel Steel, Inc Valdosta, GA	No Bid
D&M Construction Zebulon, GA	\$37,254.00
Abuck, Inc. Mableton, GA	\$31,325.00 (will pour slab only in combination with building)
Larry Ford Construction Ellenwood, GA.	\$40,826.00
OSSAT Concrete Co. College Park, GA	\$34,377.09
Eastside Concrete Contractors Decatur, GA	\$37,507.00

Recommendation: Staff recommends contracting with the low bidder, Davidson Contracting & Construction, in the amount of \$34,000.00 for this project. The low bidder did not submit separate bids for the Building and Slab and will only pour the slab if they are also awarded the building contract. In the event that the approved low bidder cannot meet our risk management requirements we also request authorization to proceed with offering the contract to subsequent bidders beginning with the second lowest bidder.

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

RESOLVED: to Purchase and Erect One Pre-Engineered Metal Building from Adel Steel, Incorporated out of Valdosta, Georgia in the amount of sixty-seven thousand five hundred twenty-four dollars (\$67,524) and to award the bid for the Turn Down Slab for the Metal Building to Davidson Contracting & Construction in the amount of thirty-four thousand dollars (\$34,000) contingent upon approval of bonds and insurance as

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required by the specifications and to authorize the General Manager to sign the contract documents. If the low bidders cannot meet risk management requirements staff is authorized to use any combination of bidders as long as the combined price does not exceed one hundred thirty-eight thousand seven hundred thirty-one dollars (\$138,731).

Concrete Flatwork Bid Recommendation: Mr. Etheridge stated that next we have the annual contract for Masonry Flatwork. This was brought before the Board several months ago and Mr. Etheridge was not comfortable with the unit prices that we received and asked the Board to re-bid this. The low bidder was Sherrill Foundation International but references that they provided were from the mid 1980's. Staff's recommendation is to go with the second lowest bidder, OSSAT Concrete, for the amount of nineteen thousand eight hundred fifty dollars (\$19,850).

Clayton County Water Authority  
 Masonry Flatwork  
 June 21, 2005

Contractor	Bid Amount
Southern Builders 209 Wallis Street Jonesboro, GA 30236	NO BID
C & M Masonry Contractors Group, Inc. 174 Bellamy Place Stockbridge, GA 30281	NO BID
Martin's Masonry, Inc. 5156 E. Fairview Road, S.W. Stockbridge, GA 30281	NO BID
S & W Masonry Construction, Inc. P.O. Box 1345 Forest Park, GA 30298	NO BID
Commercial Masonry Specialist 100 Felton Drive Fayetteville, GA 30214	NO BID
Wise & Davidson 9396 S. Main St Jonesboro, GA. 30236	NO BID
Curb Specialties, Inc. P.O. Box 80668 Conyers, GA. 30013	\$63,000.00
Ford's Construction Company P.O. Box 95 Ellenwood, GA. 30294	\$42,825.00
Eberhardt - Grantham P.O Box 18147 Atlanta, GA. 30316	\$23,425.00
Advanced Masonry Concepts, Inc 171 Interlochen Drive Peachtree City, GA 30269	NO BID

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Capital Contracting Company, Inc 1254 Centra Villa Drive SW Atlanta, GA 30311	NO BID
HFJ Concrete Subcontractors, Inc. PO Box 1164 Stone Mountain, GA 30086	NO BID
OSSAT Concrete PO Box 490041 College Park, GA 30349	\$19,850.00
Sherrill Foundation International 1470 Cedar Ridge Way Stone Mountain, GA 30083	\$19,500.00
Macarthur Masonry 1609 Malone Avenue Albany, GA 31705	NO BID
Future Concrete Co. 652 Erin Ave. Atlanta, GA. 30310	\$20,560.00

Staff recommends that we award this bid to OSSAT Concrete as the low bidder could not furnish references as required. We would also request to contract with subsequent low bidders in the event that the low qualified bidder cannot meet our Risk Management requirements

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

**RESOLVED:** to award the Masonry Flatwork contract to OSSAT Concrete in the amount of nineteen thousand eight hundred fifty dollars (\$19,850) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Ductile Iron Pipe Bid Recommendation: Mr. Etheridge stated that the next bid is for the annual Ductile Iron Pipe contract. We did this last year and U. S. Pipe was the low bidder, but the renewal had an escalation clause contained in it. When we started talking about renewing the contract, U. S. Pipe could not extend the contract for the second year because of the escalation clause in the contract. They were looking at about an eighteen percent (18%) price increase because of the cost of scrap steel or raw steel. Overall the low bid with U. S. Pipe has a ten point three six percent (10.36%) increase. Staff recommends that we award this Ductile Iron Pipe annual contract to U. S. Pipe & Foundry renewable for a second and third year with an escalation clause which is tied to the published price of scrap steel. U. S. Pipe can only raise the price a year from now based on that scrap price.

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Clayton County Water Authority  
 Ductile Iron Pipe  
 Tab Sheet  
 June 2005

Vendor	Bid
U.S. Pipe & Foundry Birmingham, Alabama	\$1,012,524.50
American Cast Iron Pipe Company Birmingham, Alabama	\$1,128,991.00
McWayne Pipe Company Birmingham, Alabama	No Bid
Griffin Pipe Company Lynchburg, Virginia	No Bid
Macon Supply Company Macon, Georgia	Incomplete Bid

Staff recommends that this contract be awarded to U.S. Pipe & Foundry for July 8, 2005 – June 30, 2006. This contract may be renewed for a second and third year and will be adjusted annually for increase/decrease in the “Iron Age Magazine” published price for Scrap Steel at the time of renewal as compared to an index price for Scrap Steel at the time of this bid of \$155.00 per net ton. No additional increases for labor, transportation, overhead, utilities, etc will be permitted.

Note: This contract has an overall price increase of 10.36%. However in the sizes that we normally use (6” – 24”) the increase in price is 4.68%. The larger sizes are included in this bid to establish prices for emergency repairs and other unanticipated needs.

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**Ductile Iron Pipe – July 2005**  
**U.S. Pipe**

Item	2004	2005	Increase
6" DIP - S CLASS 51	\$7.21	\$7.55	4.72%
8" DIP - S CLASS 50	\$9.05	\$9.48	4.75%
10" DIP -S CLASS 50	\$12.02	\$12.58	4.66%
12" DIP -S CLASS 50	\$15.29	\$16.00	4.64%
16" DIP -S CLASS 50	\$23.20	\$24.28	4.66%
18" DIP -S CLASS 50	\$26.87	\$28.13	4.69%
20" DIP -S CLASS 50	\$30.57	\$32.00	4.68%
24" DIP -S CLASS 50	\$39.85	\$41.71	4.67%
30" DIP -S CLASS 50	\$54.76	\$55.27	0.93%
36" DIP -S CLASS 50	\$73.96	\$74.65	0.93%
42" DIP -S CLASS 50	\$86.25	\$97.27	12.78%
48" DIP -S CLASS 50	\$118.29	\$138.82	17.36%
60" DIP -P CLASS 150	\$159.56	\$187.24	17.35%
<b>Total</b>	<b>\$656.88</b>	<b>\$724.98</b>	<b>10.36%</b>

**STAINLESS STEEL SEGMENT  
 GASKETS**

**ITEM**

6"	\$34.55	\$34.55	0.00%
8"	\$46.10	\$46.10	0.00%
10"	\$66.80	\$66.80	0.00%
12"	\$76.35	\$76.35	0.00%
16"	\$180.70	\$180.70	0.00%
18"	\$218.25	\$218.25	0.00%
20"	\$253.05	\$253.05	0.00%
24"	\$392.90	\$392.90	0.00%

Upon Motion by John Chafin and seconded by Allan Smith it was unanimously

RESOLVED: to award the Ductile Iron Pipe annual contract to U. S. Pipe & Foundry in the amount of one million twelve thousand five hundred twenty-four dollars and fifty cents (\$1,012,524.50) renewable for a second and third year with an escalation clause tied to the published price of scrap steel.

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Huie Constructed Wetlands Update & Phase III Design Task Order: Chairman McQueen called on Mike Buffington, Project Engineer, who stated that the Master Plan 2000 recommended that portions of our Huie Land Application System be converted to Constructed Wetlands due to the availability of land for the expansion of the land treatment system and also due to maintenance concerns with this more than twenty-five year old system. The Constructed Wetlands will provide more treatment capacity per acre and will also allow us to continue our tradition of Natural Treatment Systems. We will pump the effluent from the Jackson transfer pump station to the Huie holding ponds where it will split with a portion going to Land Application and portion to Wetlands.

Phase I of the Huie Constructed Wetlands will have a treatment capacity of 3.6 MGD. This is now complete and will be placed in operation later this month. The original contract amount was seven million seven hundred ninety-five thousand four hundred forty-one dollars (\$7,795,441) and our final cost after adjustments to unit prices (some items were deleted from this project) was seven million six hundred eighty-two thousand five hundred fifty-eight dollars (\$7,682,558). This final cost was a little over a hundred thousand dollars (\$100,000) less than the contract amount.

Phase II, with a treatment capacity of 2.65 MGD, is now under construction and scheduled for completion in the summer of 2006. This project has a contract amount of five million seven hundred eighty-two thousand dollars (\$5,782,000).

The Authority staff has also been working with CH2M Hill on a comprehensive master plan for the entire Huie site where we looked at land application and constructed wetlands, looked at operation and maintenance cost differences between the two systems, looked at modifications and upgrades that would be required if we continue to operate a land treatment system and also looked at the feasibility of treating all effluent from the Casey Plant on wetlands and phasing out land treatment. We determined that this would probably be our best alternative. We have also looked at the impact of the wetlands discharge to the Blalock reservoir and the master plan includes the recommended phasing for additional constructed wetlands.

Mr. Buffington showed several slides showing the six phases of the Huie Wetlands with the projected completion date. The total capacity of all six phases will be almost 26 MGD a day. We do have some additional sites that could be used as wetlands if we need that additional capacity.

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Mr. Buffington today is presenting a Task Order for the design of Phase III with a capacity of 3.12 MGD. Staff expects this design to be complete in May of next year and at that time we would schedule a bid opening. The task order amount for the design is three hundred fifty-two thousand eight hundred dollars (\$352,800) and will be funded by our 2005 Bond Issue. Program Management recommends that the Board approve this Task Order with CH2M Hill for design of Huie Constructed Wetlands Phase III project.

**HUIE CONSTRUCTED WETLANDS UPDATE  
AND PHASE THREE DESIGN  
TASK ORDER NO. BO-05-02**

The Jackson Transfer Pump Station currently pumps treated effluent to the Huie holding ponds for further treatment on the land application system (LAS) with a capacity of 19.5 MGD. To expand and upgrade treatment at the Huie site, a portion of the LAS will be converted to constructed wetlands in several phases. Phase one with a treatment capacity of 3.60 MGD will be complete and 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 design of Huie Constructed Wetlands Phase Three with an approximate treatment capacity of 3.12 MGD. The project will include preparation of construction documents for wetland cells, plantings, control structures, instrumentation, and conveyance piping system. The design process will include subsurface geotechnical investigation, schematic and detailed design, design workshops, bid services, and preparation of stormwater NPDES monitoring plan.

*Project Managers:*

- CH2M Hill, Engineers – Jay Kirk
- Clayton County Water Authority – Mike Buffington

*Proposed Task Order Amount:*

- Total Lump Sum Fee – \$ 352,800

*Funding:*

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

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## TASK ORDER BO-05-02

This is an attachment to the AGREEMENT between CH2M HILL (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for a project generally described as *Huie Constructed Wetlands Phase Three Design*. The purpose of this Task Order is to design Phase Three of the proposed wetlands treatment system on the Huie LAS to accept approximately 3.12 million gallons per day (mgd) of treated effluent from the new W. B. Casey WRF.

### ARTICLE 1 — SCOPE OF SERVICES

#### Background:

The Jackson transfer pump station pumps treated effluent, which it receives from the new W. B. Casey WRF, to the Huie Land Management Site splitter box. The effluent is then pumped to the land application system (LAS) for effluent disposal or is sent to the constructed wetlands (Phase 1 existing; Phase 2 under construction) for additional treatment. Constructed wetlands were incorporated into the Huie LAS to provide additional treatment capacity as recommended in the CCWA 2000 Master Plan.

#### Scope:

To create additional treatment capacity, the 2000 Master Plan documented a plan to convert portions of the LAS into constructed wetlands. A master planning effort specific to the Huie site is currently being executed to help the OWNER plan for and manage the complexity of integrating constructed wetlands into the Huie site while maintaining LAS operations. Because of the need to maintain maximum capacity of the LAS for hydraulic loading and subsequent treatment, it will be necessary to phase in the constructed wetlands while minimizing disturbance to the LAS irrigation network. Candidate sites have been identified by the ENGINEER based on the criteria developed during wetland site selection workshops with the OWNER. Candidate sites are scheduled to be developed in multiple phases and will provide up to approximately 25.92 mgd of treatment capacity. The phased implementation approach is outlined in Exhibit 1.

The design of the first phase of wetlands (Site G) was completed in January 2003. The construction of Site G is in the final stages with a projected operational start-up of July 2005. The design of the Phase Two Constructed Wetlands (Sites D, E, and F) was completed in February 2005 and is currently under construction via a Notice to Proceed date of April, 2005 issued to the OWNER’s construction contractor. Construction of the Phase Two wetlands is expected to be finalized in June 2006.

Since each constructed wetland site will discharge polished effluent, it is necessary to locate discharges throughout the LAS watershed. Multiple discharges will be required that direct treated water to flow to natural streams that exist in the LAS watershed where they will flow through natural wetlands and ponds prior to flowing into Blalock Reservoir.

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EXHIBIT 1  
 Huie Site Wetland Build Out Schedule  
 Task Order BO-05-02

Completion Date	Design/ Construction Phase	Wetland Sites	Treatment Capacity (mgd)	Cumulative Capacity (mgd)
2005	1	G	3.60	
2006	2	D, E, F	2.65	6.25
2008 <sup>a</sup>	3	1, 2, 3, H	3.12	9.37
2010 <sup>a</sup>	4	C	8.16	17.53
2012 <sup>a</sup>	5	K, L, M, N	5.39	22.92
TBD <sup>b</sup>	6	Huie storage ponds	3.00	25.92

Notes: A dates are proximate B to be determined

The specific tasks included in this task order (Phase Three Wetlands design) are as follows:

- Subsurface Geotechnical Investigation
- Design of the Phase Three Wetland Cells at Sites, 1, 2, 3 and H
- Design Workshops
- Bid Support Services
- Stormwater NPDES Monitoring Plan

Task 1 – Subsurface Geotechnical Investigation

Conduct a detailed subsurface geotechnical investigation within the vicinity of the proposed Phase 3 wetland cells (sites 1, 2, and 3). ENGINEER conducted a subsurface geotechnical investigation of Site H as part of the Phase Two design. Information obtained during this investigation for Site H will be included in the geotechnical investigation section of the OWNER's construction contract documents. Up to 20 additional boring locations (17 for sites 1, 2, and 3 and three additional boring for Site H) will be included in the investigation to help define soil properties and soil textures of the subsurface layers. In addition, a series of Shelby tube samples will be taken to confirm sub-surface soil properties and permeability characteristics.

ENGINEER will provide a licensed professional surveyor to stake the location and obtain the existing ground surface elevation at each soil boring location. The existing ground surface elevation data will be compared to existing Lidar topographic survey to confirm its accuracy.

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The information obtained in Task 1 will be used in Task 2 to help determine grading elevations and cut and fill volumes.

#### Task 2 – Design of the Phase Three Wetland Cells

This task includes the design of a wetland treatment system at sites H, 1, 2, and 3 for approximately 3.12 mgd of treated effluent from the new W. B. Casey WRF. The projected treatment capacity of the Phase Three constructed wetlands will be revised once the actual wetland cell designs are finalized. The wetland system will consist of terraced wetland cells such that an optimized flow path is developed taking into account topographic and geotechnical limitations. Operational flexibility with the ability to step-feed treated wastewater to any of the treatment cells will also be considered during the design of the Phase Three Wetland Cells.

Topographic information obtained from the Lidar survey issued in 2001 will be used for Task 2. As identified in Task 1, spot elevations will be surveyed for each soil boring location and to verify the general accuracy of the Lidar survey. Areas with significant differences between the Lidar survey and the spot elevations are expected to require additional surveying efforts that are not covered as part of this Task Order.

Hydraulic and Hydrologic modeling will be used to determine the required overall cell depth and the size of the primary and emergency control structures. The two flow conditions to be modeled are as follows:

- 3.12 mgd base flow,
- 3.12 mgd base flow times a 2.25 peaking factor and the 100-year storm event, with a 4-hour lag.

The wetland cells earth volumes will be modeled in GeoPak or InRoads. ENGINEER will attempt to balance the cut and fill volumes such that the difference does not exceed 10%. A 12-foot wide gravel road will be designed along the top of each berm to provide access for inspection and maintenance vehicles. A typical wetland-planting plan will be provided along with detail construction and stake out plans for the initial phase of the wetland cells.

The primary control structures will consist of a concrete structure with an adjustable weir gate as designed for the Huie Phase One and Two wetlands. The emergency control structures will consist of a concrete structure with a fixed weir set approximately 16-inches below the top of berm elevation. The outlet pipe from the primary and emergency control structures will be sized such that turtles and other small animals will not get stuck in, or plug the pipe. A skimmer and a trash rack will be designed for the last primary control structure to prevent floating debris from being discharged into the existing on-site wetlands and conveyance systems.

The main conveyance pipeline that will feed Sites H, 1, 2, and 3 has been designed as part of ENGINEER's Phase One services. For the Phase Three Wetlands design, the piping, and flow control valves required to connect each site to the existing conveyance system will be included

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in Task 2. Due to the location of the sites with respect to each other designing a centralized flow control/valve building does not appear to be practical. Therefore, the ENGINEER has not included the design of a flow control/valve building as part of this task order. ENGINEER will review the hydraulics of the conveyance system to verify that the design flow can be delivered to each site.

A NPDES Stormwater Construction Permit is required, since more than 1 acre will be disturbed. The ENGINEER will prepare the sediment and erosion control and monitoring plan for the site. However, applying for the permit and providing the required monitoring during construction will be the responsibility of the OWNER (to be delegated to the construction contractor) and is not included as part of this Task Order.

*Schedule* - Task 2 services to be executed concurrently with Task 3.

#### Task 3 – Design Workshops

Using a similar delivery approach for the Phase Two design, the ENGINEER will modify the ENGINEER's conventional three-phased project delivery method similar to the approach used for the Huie Phase One design. This modified method will consist of holding the schematic and detailed design workshop at the same time. This approach has historically provided an excellent venue for both the OWNER and the ENGINEER staff to interact and discuss ways to improve the layout of the wetland cells while addressing operation and maintenance needs. At the end of the workshop, ENGINEER will draft a technical memo outlining the decisions made. This technical memo will be used as the ENGINEER's final design criteria document. At approximately the 60% complete stage the ENGINEER will forward the first round of front ends and technical specifications for the OWNER's review and comments. Prior to the 90% workshop the ENGINEER will forward, for the OWNER's review, a complete set of construction contract documents, plans and specifications. The ENGINEER will work with the OWNER staff during the design process to determine the most appropriate date and location for each workshop.

*Schedule* - Task 3 is to be executed concurrently with Task 2.

#### Task 4 – Bid Support Services

Construction contractor bid support services, similar to those provided for the Huie Phase Two Constructed Wetlands will be provided. Bid Documents will be developed for the Phase Three Wetlands along with the following bid services provided by the ENGINEER:

- Attend the pre bid meeting,
- Issue addendum's during the bidding phase to respond to bidders questions,
- Attend the bid opening,
- Review the bids for conformance with the contract documents,
- Submit written contract award recommendation to the OWNER,
- Draft and submit the *Notice of Award* letter to all bidders,

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- Draft and submit the *Final Documents* and instructions for processing, to the selected contractor,
- Submit two full size and one half size sets of the contract drawings and three sets of the specifications to EPD for review,
- Attend meeting with Clayton Development Review Department along with OWNER staff.

*Schedule* - Task 4 is to be executed upon completion of Tasks 2 and 3.

#### Task 5 – Comprehensive Monitoring Plan

Under Georgia Permit GAR10001, a comprehensive monitoring plan is required for construction activities that disturb more than 1 acre of land. The ENGINEER will draft a comprehensive monitoring plan for Phase Three which includes all information as required in GAR10001. The ENGINEER will provide this information to the Awarded General Contractor prior to the start of construction. It will be the construction contractor's responsibility to submit to the EPD with the permit application.

*Schedule* - Task 5 services to be executed upon completion of tasks 1 through 4.

#### ARTICLE 2 — COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

Work is to be performed based on a total lump sum fee for Tasks 1 through 5 of \$352,800. Payment will be due to the ENGINEER based on an assessment/percent complete of the project status as determined by OWNER's program manager. This determination will be made at monthly meetings attended by the ENGINEER and additionally as requested by the OWNER.

#### ARTICLE 3 — INSURANCE

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

#### OTHER PROVISIONS

Specific assistance that the ENGINEER is expected to receive from the OWNER includes:

- Copies of relevant records including engineering reports, and as-built drawings of the Huie LAS
- Access to all facilities for field associated activities
- Availability of the OWNER'S staff for meetings and conference call
- Prompt review of all draft documents/reports

#### PROJECT SCHEDULE:

All services required by this task order will be completed by May 1, 2006. A detailed schedule will be provided at the project kick-off meeting.

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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 \_\_\_\_\_, 2005

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

For ENGINEER, CH2M HILL

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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

EXHIBIT A  
INSURANCE REQUIREMENTS  
TASK ORDER BO-05-02  
HUIE CONSTRUCTED WETLANDS PHASE 3 DESIGN

ENGINEER's Insurance

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

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

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

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground

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(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.

(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

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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 John Chafin and seconded by Wes Greene it was unanimously

RESOLVED: to approve the Task Order with CH2M Hill for design of Huie Constructed Wetlands Phase III project in the amount of three hundred fifty-two thousand eight hundred dollars (\$352,800) which will be funded by our 2005 Bond Issue and authorize the General Manager to sign the document.

Annual Sewer Installation Services Contract: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who stated that the Authority is finishing up our first year of having a contract to do new installations for emergency jobs, time sensitive jobs or some small jobs where it is not feasible to go through the entire bidding process to get a contractor to work. Our current contractor could not continue to do the work at the same cost because of the increase in materials. Staff has restructured the contract and put it back out to bid with the Water Authority providing the materials and the contractor just providing the labor. This will give the Authority a better chance to renew the contract in the future at the same rate.

We requested proposals and evaluated them based on the contractors experience, qualifications, and cost. We received three proposals and developed a typical sewer job to apply their unit cost quotes to. The Authority has had such good experience with Tom Davidson & Sons and recommends Tom Davidson & Sons be awarded this annual contract for Miscellaneous Sanitary Sewer and Force Main Installation in the amount of three hundred fifty-two thousand sixty-eight dollars (\$352,068).

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**PROPOSALS FOR ANNUAL CONTRACTED SERVICES FOR  
 MISCELLANEOUS SANITARY SEWER AND  
 FORCE MAIN INSTALLATION**

This is an annual contract and the work consists of installation of various size sanitary sewer gravity and force mains. Historically, the vast majority of this work consists of six-inch and eight-inch sanitary sewer mains in various areas throughout the CCWA service area. On occasion, larger sewer mains and installation projects may be assigned under this annual contract. Work will be awarded under this contract for small projects or emergency situations. The contractor will be used on an "as needed basis" for the period July 1, 2005 through June 30, 2006.

We opened proposals for these annual contracted services on June 21, 2005 and the proposal tab sheet and the CCWA staff recommendation are attached. These proposals were evaluated based on experience of the contractor, references and price. The price proposal was based on utilizing the contractor's unit price proposal and applying it to a typical sewer installation project including 1,447 feet of 8" gravity sewer, 1,629 feet of 10" gravity sewer, 687 feet of 12" gravity sewer and 1,100 feet of 8" force main.

<b>Contractor</b>	<b>Bid Amount</b>
Tom Davidson & Sons 79 School Road P.O. Box 257 Sunnyside, GA 30284	\$352,068.00
Gary's Grading & Pipeline 7434 Hwy. 81 Monroe, GA 30656	\$815,627.00
Desmear Systems, Inc. 2130 LaVista Executive Park Drive Tucker, GA 30084	\$1,525,055.40

CCWA staff recommends that the Board award this annual contract to the best qualified contractor, Tom Davidson & Sons.

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

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RESOLVED: to award the Annual Contracted Services for Miscellaneous Sanitary Sewer and Force Main Installation to Tom Davidson & Sons in the amount of three hundred fifty-two thousand sixty-eight dollars (\$352,068) contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Frontage Road Cost Summary: Mr. Thomas stated that this is a summary of a job that we did a few months ago on Frontage Road. The employees that Mr. Etheridge had up here earlier were out doing routine inspections and discovered a sewer problem near I-75. When we investigated further, we found out that we had a collapsed sewer line under the southbound entrance ramp to I-75 from Forest Parkway. Our fear was that the line might collapse and cave in that entrance ramp. We immediately went to work designing a relocated line. We did this back in January and completed installation in February 2005. Mr. Thomas showed the Board some slides of the area and explained the details of the sewer installation.

Mr. Thomas explained that in order to keep the sewer line flowing and to prevent any kind of collapse or overflow at that failure point we had to temporarily bypass pump along Frontage Road as well. We had to set up traffic control not only for the bypass pumping but for the construction period as well. We did a real quick estimate for this job of ninety thousand dollars (\$90,000) for the sewer line installation and thirty thousand (\$30,000) for traffic control and bypass pumping for a total of one hundred twenty thousand dollars (\$120,000). Final project cost for Sewer Installation & Road Repaving was one hundred one thousand one hundred fourteen dollars and eighty-seven cents (\$101,114.87) and forty-six thousand eight hundred eleven dollars and ninety-one cents (\$46,811.91) for bypass pumping and traffic control. The sewer installation was done under our previous annual contract by Tom Davidson & Sons. The reason it exceeded our estimate was because we had to bypass pump a little bit longer than we had anticipated. Georgia DOT has some very extensive signage requirements that we had to use along Frontage Road and also we had to put seven (7) inches of asphalt back over the top of the sewer line. The state's paving specifications are more than typical county road paving specifications. Overall, our sewer maintenance crews, our surveyors, and our engineering technicians did a real good job to get this job done quickly and to prevent any traffic problems.

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### Emergency Sewer Replacement at Tubeway & Frontage Road Project Summary

In December 2004, during routine maintenance inspections, one of our Maintenance & Construction crews identified a sanitary sewer line leak near I-75 in Forest Park. After televising the sewer line, we found a partially collapsed sewer line under the I-75 entrance ramp from Forest Parkway. This problem presented the risk of the entrance ramp developing a sink hole. We knew that GDOT would not want us to shut down this ramp to dig up and repair the pipe, it would have also been a difficult repair because of the depth of the pipe and a storm sewer that was above the sewer line. M&C staff worked with our Engineering staff to develop an emergency repair plan. This sewer line was intercepted and rerouted along Frontage Road to another sewer crossing under I-75 farther south. This required the installation of 1,100 feet of 12 inch PVC sewer pipe and four manholes.

Our original estimate for the project was \$120,000 including approximately \$90,000 for installing the new sewer line and \$30,000 for traffic control and temporary bypass pumping of the sewer. Because of the repair impacting a GDOT road, extensive 24 hour traffic control and bypass pumping was required. Our Engineering staff worked with GDOT to put together a quick design for the new sewer and obtain GDOT permits for the work. We utilized Davidson & Sons to complete the sewer installation. The extensive traffic control signage and barriers required by GDOT, extended bypass pumping and the heavy duty repaving specifications for Frontage Road caused us to exceed our estimate by approximately \$28,000.

The problem was identified in December 2004 and the new line was put in service in mid-February 2005. The area of sewer collapse was filled with concrete grout to prevent any sinkhole formation. In summary, our M&C crews, surveyors, engineering techs and contractors did a great job of preventing a major sewer line failure and potential sinkhole by implementing this significant emergency repair project in a short time frame. As a result of identifying this problem, we have begun televising all sewer line crossings under interstate highways and have slip-lined some of these crossings to prevent future problems.

Original Project Estimate:	\$120,000.00
Sewer Installation & Road Repaving:	\$101,114.87
Bypass Pumping & Traffic Control	\$46,811.91
Final Total Project Cost:	\$147,926.78
Funding: R & E Fund	

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

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

Chairman McQueen called the Regular Board meeting back into open session.

Mr. Greene wanted to mention that Mr. Brannan will be speaking at the Rotary meeting this Wednesday, at the Holiday Inn South on Old Dixie, and we would like as many Board members to come as can. Chairman McQueen and Vice Chairman Joiner were specifically asked to attend. This will be at noon, Wednesday, July 13<sup>th</sup>, and runs until 1:00 P.M.

Mr. Brannan stated that Jim Wood initially approached him about this and asked that we show the 50<sup>th</sup> anniversary video and give an overview of some of the current issues that we are dealing with, such as Stormwater and maybe the Northeast Plant.

Chairman McQueen mentioned that Mr. Brannan is also speaking at the Chamber Early Bird Breakfast on the 28<sup>th</sup> of this month at 7:30 a.m.

Mr. Brannan stated that on the 26<sup>th</sup> of August, from 8:00 a.m. to 1:00 p.m., at the Continuing Education Building at Clayton State University, there will be a planning meeting for Clayton County for future development. There will be three of these meetings, August, September, and October. Each Board member has a letter explaining these meetings.

Board counsel, Steve Fincher, asked the Board to authorize the Chairman or General Manager to execute a quit claim deed with the Putman estate, which will grant the Authority any rights the Putnam Estate may have had to Authority properties that they were crossing to get to their property and a License Agreement with the purchaser of the Putnam property describing the limited use of Authority property the new owner will have.

Upon Motion by Lloyd Joiner and seconded by Allan Smith it was unanimously

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RESOLVED: to authorize the Chairman or General Manger to execute to execute a quit claim deed with the Putman estate, which will grant the Authority any rights the Putnam Estate may have had to Authority properties that they were crossing to get to their property and a License Agreement with the purchaser of the Putnam property describing the limited use of Authority property the new owner will have.

---

AFTER RECORDING PLEASE RETURN TO:

Michael J. Williams  
 Fincher & Hecht, LLC  
 2262 Mt. Zion Road  
 Jonesboro, Georgia 30236

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**QUIT-CLAIM DEED**

THIS INDENTURE, made the \_\_\_\_ day of \_\_\_\_\_, 2005, between WILLIAM E. PUTNAM, ROBERT A. PUTNAM and MICHAEL A. PUTNAM, each a Co-Executor of the estate of Dorothy T. Putnam, the rightful owner of that certain parcel of land more fully described in Exhibit "A", (William E. Putnam, Robert A. Putnam and Michael A. Putnam, and the estate of Dorothy T. Putnam hereinafter collectively referred to as Grantor), and the CLAYTON COUNTY WATER AUTHORITY hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of and sufficiency of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all easements and all other property interests whatsoever Grantor has or held, by reason of Grantor's ownership of the land more fully described in Exhibit "A" or otherwise, whether known or unknown, whether by operation of law or otherwise, in the land more fully described in Exhibit "B".

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim or demand any right of title of any kind whatsoever to said land, premises or appurtenances, or any rights thereof.

**[Signatures on Next Page]**

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IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

THE ESTATE OF DOROTHY T.  
PUTNAM

\_\_\_\_\_  
William E. Putnam  
Co-Executor

\_\_\_\_\_  
Robert A. Putnam  
Co-Executor

\_\_\_\_\_  
Michael A. Putnam  
Co-Executor

Signed, sealed and delivered in the presence of:

WITNESSES:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

\_\_\_\_\_

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Exhibit "A"

Legal Description of Dorothy Putnam Property

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Clayton County Water Authority (the "CCWA") and Frank Langelo, Jr. and Alice L. Langelo, owners of certain property in Land Lot 94 of the 6<sup>th</sup> District of Clayton County, Georgia, (Frank Langelo, Jr. and Alice L. Langelo collectively hereinafter referred to as "User").

WHEREAS, User owns property adjacent to land of the CCWA in Land Lot 94 of the 6<sup>th</sup> District of Clayton County, Georgia;

WHEREAS, the CCWA is the sole owner of the property on which the User's well, septic tank, garage and other miscellaneous items sit (the real property of the CCWA hereinafter referred to as the "Property");

WHEREAS, the CCWA is the sole owner of the Property upon which the only driveway to User's property is located;

WHEREAS, both the CCWA and User desire to enter into an agreement under which the User's right to use and maintain the well, septic tank, garage and driveway is defined;

WHEREAS, the CCWA does not intend to confer any property rights or interests upon User;

WHEREAS, the CCWA intends to operate and maintain a spray field and/or constructed wetland on the Property adjacent or near to User's property

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt of and sufficiency of which are hereby confirmed, the CCWA and User hereby agree as follows:

**SECTION 1: WELL AND SEPTIC TANK**

Subject to the terms and conditions of this Agreement, CCWA hereby grants to User, a non-exclusive, non-transferable revocable license to use the CCWA's property directly adjacent to, near or surrounding User's existing well and existing septic tank for the purposes of using and maintaining the same.

The approximate location of such well is identified on the attached Exhibit "A."

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User represents that, to User's knowledge, the approximate location of the septic tank is on property owned by CCWA to the rear of the premises situated on User's land. User agrees that should the actual location of the septic tank ever be made known to the User, User shall provide the actual location of the septic tank to CCWA.

User's license may be revoked in CCWA's sole discretion, which discretion may be exercised by the CCWA for any reason whatsoever but only after thirty days' written notice to User.

## **SECTION 2: DRIVEWAY**

Subject to the terms and conditions of this Agreement, CCWA hereby grants to User, a non-exclusive, non-transferable revocable license to use the existing gravel driveway on the CCWA's property. The approximate location of such driveway is identified as a gravel driveway along a twenty-foot wide easement on the attached Exhibit "A." User's license may be revoked in CCWA's sole discretion, which discretion may be exercised by the CCWA for any reason whatsoever and only after thirty days' written notice to User.

If the driveway license is revoked with the requisite thirty days' notice, CCWA agrees to a grant a substitute license to allow the User to use no more than twenty foot-wide strip along the northern border of the Property to create a driveway to User's property. However, CCWA shall not be responsible for any costs associated therewith.

## **SECTION 3: GARAGE**

Subject to the terms and conditions of this Agreement, CCWA hereby grants to User, a non-exclusive, non-transferable revocable license to use the existing garage on the CCWA's property. The approximate location of such garage is identified on the attached Exhibit "A." User's license may be revoked in CCWA's sole discretion, which discretion may be exercised by the CCWA for any reason whatsoever and only after thirty days' written notice to User.

## **SECTION 4: LICENSE NOT TO CREATE A PROPERTY INTEREST**

The licenses granted hereunder in Section 1, Section 2 and Section 3 are not intended to and do not grant to User any property interest in the CCWA's Property. Under no circumstances shall the licenses be deemed to require the CCWA to grant to User any easements of any kind whatsoever.

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The User agrees that the use of CCWA's Property as herein provided shall in no way affect the validity of CCWA's existing property rights and shall in no way modify or restrict the use or rights of CCWA, its successors or assigns, in and to the area to be used. The User acknowledges CCWA's right and title to said Property and the priority of CCWA's right of use and hereby agrees not to resist or assail said rights.

## SECTION 5: WAIVER OF EASEMENT RIGHTS

User waives any right to claim under any circumstance that an easement interest is hereby created or may deemed by any court of law to be created through the construction of or improvement to any fixtures described herein, including but not limited to the well, septic tank, driveway, garage or any other items of the USER which sit on CCWA's property.

## SECTION 6: DISCLAIMER

THE LICENSES HEREIN ARE PROVIDED ON AN "AS IS" BASIS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARE PROVIDED WITHOUT ANY EXPRESS WARRANTY, IMPLIED WARRANTY, OR ANY OTHER TYPE OF WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

THE USER ACCEPTS ACCESS TO THE PROPERTY IN ITS PRESENT CONDITION AND ACKNOWLEDGES THAT SAID PROPERTY MAY NOT BE SUITABLE FOR THE USES INTENDED BY THE USER AND FURTHER THAT THE PROPERTY MAY NOT BE IN A SAFE OR PROPER CONDITION FOR SUCH USES DESCRIBED HEREINABOVE.

CCWA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, QUALITY, SUITABILITY, OR COMPLETENESS OF THE WELL, SEPTIC TANK, GARAGE AND DRIVEWAY FOR THE USER.

USER ASSUMES ALL RISK AS TO THE QUALITY, PERFORMANCE, AND OPERATION OF THE WELL, SEPTIC TANK, GARAGE AND DRIVEWAY. LICENSEE ASSUMES ALL COSTS FOR ANY SERVICE, REPAIR, OR OTHER DAMAGE RELATED TO ANY DEFECTS IN THE WELL, SEPTIC TANK, GARAGE AND DRIVEWAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CCWA OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE OF THE WELL, SEPTIC TANK,

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GARAGE AND DRIVEWAY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, OR ANY OTHER

COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF WHETHER THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED IS CONTRACT, TORT, OR ANY OTHER THEORY.

#### **SECTION 7: CONDITIONS**

(a) User shall not place or construct upon, over or under the Property any installation or structure of any kind or character, except as are specifically authorized in writing by the CCWA.

(b) User shall maintain those portions of the Property in the same good condition in which it was first used, usual wear and tear and damages beyond the User's control excepted.

(c) User agrees that those portions of the Property licensed hereunder shall not be used for any illegal or immoral purpose.

(d) User agrees to keep those portions of the Property licensed hereunder in a clean and tidy state.

(e) User shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property. In the event that such substances are inadvertently drained or spilled upon the Property, the User agrees to be responsible for all costs attributable to or arising from the removal and clean up of said substances, to the satisfaction of CCWA, from the Property.

(f) The User shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services or materials supplied to or claimed to have been supplied to the User and if any such lien should at any time be filed against the Property, the User shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within thirty (30) days of the date of such filing. If the

User shall fail to discharge said lien within such period, in addition to any other rights or remedies of CCWA, CCWA may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by CCWA for any of the aforesaid purposes or for the satisfaction of any other lien caused by the User and all reasonable expenses of CCWA in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the User to CCWA on demand.

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#### **SECTION 8: NOTICE TO CCWA**

User agrees to give CCWA a minimum of ten days notice prior to making any major investments or improvements to User's property, well, septic tank, driveway, garage or any other items of the User which sit on CCWA's property exceeding Five Hundred Dollars (\$500.00), it being understood that no such improvements shall be deemed to create any additional rights hereunder or under the law.

#### **SECTION 9: CCWA NOT RESPONSIBLE FOR MAINTENANCE**

CCWA shall not be responsible for maintaining or repairing the well, septic tank, driveway or garage. Under no circumstances shall CCWA be responsible for any costs associated with the maintenance or repair of the same.

#### **SECTION 10: CCWA RIGHT TO REMOVE**

(a) If at any time the well, septic tank, driveway or garage or any other items of the User existing on the Property interfere with CCWA's use of the Property, upon notice from CCWA, User shall remove any such offending item within 30 days.

(b) If after such 30-day period, the User has failed to remove the offending items, CCWA shall have the right to remove any offending item at User's expense. The User shall reimburse CCWA for such expense within 30 days.

(c) CCWA will cooperate with User in good faith to find a mutually agreeable location to relocate any such removed item, and if such location is available, then the User may, at its sole cost and expense, relocate such items to such alternate location pursuant to another license agreement similar in all material respects to this Agreement, executed by the parties hereto.

(d) CCWA shall not be responsible for any cost of relocating, reassembling or repairing items removed from the Property pursuant to this Section 10.

#### **SECTION 11: HOLD HARMLESS**

(a) The User, to the fullest extent permitted by law, shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property including, but not limited to the User's or User's invitees or guests' use of the well, septic tank, driveway, or garage.

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(b) User understands and accepts that User's presence on the Property may involve certain hazards. The User expressly assumes all risks and damages incidental to the use of the well, septic tank, driveway and garage by the User, User's guests and invitees.

(c) The User, to the fullest extent permitted by law, does hereby release, discharge and agree to hold harmless and indemnify the CCWA, its officers, directors, management, employees, agents, affiliates, trustees, representatives and members of the Board of the CCWA, of, from and for any and all claims, including costs and expenses, by any person or entity against the CCWA arising out of or by virtue of the User's or User's invitees or guests' presence on or near the Property. Indemnification of the CCWA shall include, but not necessarily be limited to, any expenses, including attorney fees and court costs, incurred by the CCWA in the defense of any claim described herein or as a result of any breach by the User of the terms of this Agreement.

(d) This Agreement is executed by the User for and on behalf of the User, his or her heirs, administrators, executors, personal representatives, and assigns, and is intended to be a full and complete release of the CCWA of any and all claims that the User may now or hereafter have against the CCWA arising out of, or in any way connected with, the User's use of or presence on or near the Property. User understands and acknowledges that this Agreement binds User's heirs, administrators, executors, personal representatives, and assigns to the greatest extent allowed by law.

## **SECTION 12: RELEASE**

User, User's heirs, assigns, agents, attorneys, administrators, executors, and personal representatives hereby release and forever discharge fully, finally and forever, CCWA from any and all past, present and future claims, demands, actions, causes of action, suits, damages, losses, costs, expenses and attorneys' fees, and all claims of any and every character and nature whatsoever, whether known or unknown, which it has or may have against CCWA which were brought or could have been brought as claims and all of the aforesaid, on account of or because of any and all damages, claims, causes of actions, demands, losses, or injuries, whether developed or undeveloped, relating to or arising out of CCWA'S method of treating waste water through a spray irrigation system or constructed wetland developed on the Property.

## **SECTION 13: REPRESENTATIONS**

User represents that there are no current and will be no future actions taken against CCWA in regard to the spray irrigation field or constructed wetland, and hereby agrees to indemnify and hold harmless CCWA from and against all current and future claims made by User, User's heirs, assigns, agents, attorneys, administrators, executors, and personal representatives.

## **SECTION 14: SPRAY IRRIGATION FIELD AND CONSTRUCTED WETLAND**

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(a) User acknowledges that the CCWA uses the Property as a spray irrigation field for the treatment of waste water pursuant to certain licensing CCWA has obtained from the requisite governmental entities. CCWA also may use all or a portion of the Property as a constructed wetland. While the U.S. Environmental Protection Agency promotes land application through spray irrigation and constructed wetlands as methods of further treating

waste water after it has received initial treatment and a waste water treatment facility, CCWA makes no representation to User regarding any long-term impact of the operation of the spray irrigation field or constructed wetland on the Property or User's property.

(b) User understands and accepts that operation of the spray irrigation field or constructed wetland may involve certain hazards, including but not limited to, the contamination of well water. The Undersigned expressly assumes all risks and damages incidental to the spray irrigation field or constructed wetland maintained by CCWA on the Property.

(c) The User, to the fullest extent permitted by law, shall defend, indemnify, and hold the CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property related to the method by which the CCWA disposes of water through a spray irrigation system or constructed wetland developed on CCWA's property, when such injury or damage results in whole or in part from the acts or omissions of the User or User's invitees or guests.

(d) The User, to the fullest extent permitted by law, does hereby release, discharge and agree to hold harmless and indemnify the CCWA, its officers, directors, management, employees, agents, affiliates, trustees, representatives and members of the Board of the CCWA, of, from and for any and all claims, including costs and expenses, by any person or entity against the CCWA arising out of or by virtue of the User's existence on property adjacent to the spray irrigation field or constructed wetland. Indemnification of the CCWA shall include, but not necessarily be limited to, any expenses, including attorney fees and court costs, incurred by the CCWA in the defense of any claim described herein or as a result of any breach by the User of the terms of this Agreement.

(e) This is executed by the User for and on behalf of the User, User's heirs, administrators, executors, personal representatives, and assigns, and is intended to be a full and complete release of the CCWA of any and all claims that the Undersigned may now or hereafter have against the CCWA arising out of, or in any way connected with, the User's presence on or near the CCWA's Property. User understands and acknowledges that this Agreement binds Undersigned's heirs, administrators, executors, personal representatives, and assigns to the greatest extent allowed by law.

#### **SECTION 15: FURTHER ASSURANCES**

The parties hereto shall from time to time after the execution of this agreement execute and deliver such additional instruments and documents, as any party hereto may reasonably request to fulfill the intent of this agreement.

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#### **SECTION 16: SEVERABILITY**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the Agreement shall be enforceable without such provision.

#### **SECTION 17: GOVERNING LAW AND VENUE**

This agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Clayton County, Georgia and if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Clayton County, Georgia.

#### **SECTION 18: ENTIRE AGREEMENT**

The parties acknowledge that this Agreement sets forth the entire agreement and understanding between CCWA and User and fully supersedes any and all prior agreements or understanding among the parties pertaining to the same subject matter. User and CCWA affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the parties hereto and their respective successors, assigns and successors in title. The parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

#### **SECTION 19: REMEDIES FOR BREACH**

The parties understand that the terms of this Release are contractual in nature and any breach thereof entitles the non-breaching party to all remedies or damages at law, including but not limited to expenses, costs and attorneys' fees and immediate termination of the licenses granted hereunder.

#### **SECTION 20: RECORDING**

This Agreement shall not be recorded in the property records of any County wherein the property described herein is located.

#### **SECTION 21: ASSIGNMENT**

User's rights and duties pursuant to this Agreement are not transferable or assignable without the written consent of CCWA.

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**SECTION 22: NOTICES**

All notices required or permitted to be given hereunder shall be in writing (the “Notice”)and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

If to User:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to CCWA:

Clayton County Water Authority  
Attention: General Manager  
1600 Battle Creek Road  
Morrow, GA 30260-4302

With a Copy to:

Fincher & Hecht, LLC  
2262 Mount Zion Road  
Jonesboro, Georgia 30236

**SECTION 23: CERTAIN RULES OF INTERPRETATION**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to an Article number or a Section number shall be construed to be a reference to the designated Article number or Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

**SECTION 24: AMENDMENT**

This Agreement may not be modified or amended except by Agreement in writing signed by the parties hereto.

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#### **SECTION 25: SURVIVAL PROVISIONS**

Except as may be otherwise specifically provided in this Agreement, all covenants, agreements, indemnities, representations, and warranties provided herein by each of the parties hereto shall survive the termination of this Agreement.

#### **SECTION 26: COUNTERPARTS**

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the parties to this Agreement.

#### **SECTION 27: TITLES, CAPTIONS AND HEADINGS**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

#### **SECTION 28: INTERPRETATION OF AGREEMENT**

This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

#### **SECTION 29: TERM**

This Agreement shall expire fifty years from the date hereof.

#### **SECTION 30: LAWS AND ORDINANCES**

In the exercise of any privilege granted by this license, User shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

#### **SECTION 31: EXHIBITS**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures below.

(signatures are on next page)

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Attest:

CLAYTON COUNTY WATER  
AUTHORITY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
M. Wade Brannan, General Manager

Agreed as to form:

\_\_\_\_\_  
Authority Attorney

USER:

\_\_\_\_\_  
By: FRANK LANGELLO, JR.

\_\_\_\_\_  
By: ALICE L. LANGELLO

Mr. Brannan stated the two years ago the Board authorized the Authority to do an expansion on Maintenance and Construction building. The original estimate was forty-eight thousand dollars (\$48,000), but material costs have gone up and now Mr. Etheridge has an estimate of seventy-three thousand (\$73,000). Staff is asking the Board to approve a not to exceed amount for the construction of this expansion of seventy-five thousand dollars (\$75,000).

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

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RESOLVED: to approve the funds to expand the Maintenance & Construction building in the not to exceed amount of seventy-five thousand dollars (\$75,000).

Mr. Brannan stated that he has been working with Ms. Adams and her staff in the General Services Department and they have decided not to replace Tony Ferrari, who retired last month. Mr. Brannan explained that Mr. Ferrari's duties will be spread out to other General Service staff members who will report directly to Ms. Adams and we will do away with that one position in the budget.

Mr. Joiner asked if someone in that group could cook steaks.

Mr. Brannan mentioned that with all the cooking that was done around here Tony's grill was used. The Authority needs to look into purchasing a grill or hiring Tony to come back and cook.

Mr. Brannan stated that every six months or so the EPD sends the Authority an Enforcement Compliance where we had to pay for a sewer overflows. The latest letter stated that we had twenty-one (21) overflows. Mr. Brannan had our staff check these overflows to be sure that the ones that they were charging us for actually happened. From January 9<sup>th</sup> to June 2<sup>nd</sup>, we had twenty-one (21) spills and were fined twenty-nine thousand one hundred thirty-seven dollars (\$29,137). Mr. Brannan is asking for authorization to pay twenty-nine thousand one hundred thirty-seven dollars (\$29,137) for these spills.

Upon Motion by Lloyd Joiner and seconded by Allan Smith it was unanimously

RESOLVED: to authorize Mr. Brannan to pay the EPD twenty-nine thousand one hundred thirty-seven dollars (\$29,137) for the twenty-one (21) spills that occurred from January 9, 2005 to June 2, 2005.

Mr. Chafin asked if the Authority reports the spills and then pays the fine and Mr. Brannan stated that that was correct.

Mr. Brannan stated that last month the Northeast Plant was operating at ninety-eight percent (98%) of its permitted capacity. We are currently improving the Reeves Creek lift station which will allow us to pump six (600,000) or seven (700,000) hundred thousand gallons per day to the Casey Plant. This will give us some breathing room for until the expansion is finished at the Northeast Plant. On July 25<sup>th</sup> the Authority is planning on putting that improved pump station in operation.

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Another thing that Mr. Brannan wanted the Board to be aware of is that Suzanne Brown, our new Public Information Officer, will be taking over more of the day-to-day public relations in the company, but Chris Wood and his operation still have some special projects, the video, and the Stormwater issue. We have budgeted about a hundred thousand dollars (\$100,000) to pay for public relation issues for the Stormwater program. The Authority will be reimbursed this money as the Stormwater program develops. Ms. Brown will be working right along with Chris to be sure that we get the best PR.

Mr. Brannan stated that the Authority will be matching our Christmas holidays with what the County is observing so that the Authority will not be shut down while the County is operating. Originally, the Authority had Friday and Monday and the County had Monday and Tuesday. Mr. Brannan stated that he is going to post the holidays for the Authority for the Christmas holidays as Monday, December 26<sup>th</sup> and Tuesday, December 27<sup>th</sup>

Mr. Brannan stated that the Authority has some vehicles that have been taken out of service that will go to the Bishop Brother's auction. Mr. Brannan will report back to the Board what monies the Authority receives from the sale of these vehicles.

Mr. Brannan asked the Board to let him know who will be attending the WEFTEC conference in Washington, D. C. October 29<sup>th</sup> through November 1, 2005. We will need to register for the conference before July 22<sup>nd</sup>.

Upon Motion by Lloyd Joiner and seconded by John Westervelt 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