

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road
Morrow, Georgia 30260

Regular Board Meeting, April 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, Secretary/Treasurer, Marie Barber, Board Members, 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, Information Services Supervisor, Rodney Crowell, Administrative Secretary, Carla Clark, and Executive Secretary, Janet Matthews. Also present were: Mike Williams of Fincher & Hecht, L.L.C., Rick Hirsekorn of CH2M Hill, Chris Wood and Nicole Mier of Jim Wood & Associates Public Relations. Also in attendance were CCWA employees Gerald Fuller, Walter Burdett, and Terry Turner. Board members Wes Greene and John Westervelt were out of town.

Chairman McQueen called on Gerald Fuller, 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, March 3, 2005 and the Regular Session Called Board Meeting on Friday, March 24, 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. As a point of reference, Mr. McHugh stated that this report covers through February 28, 2005, the first ten months of the fiscal year. Mr. McHugh added that the level of operating income for the month represents a debt service coverage factor of about 1.79 at the end of this period and thus indicates that the Authority remains on target to meet the 1.5 coverage factor that has been established by the Board as a minimum.

Employee Service Recognition: Chairman McQueen called on Terry Hicks, Deputy Manager, who introduced Terry Turner from our Customer Service Department. Terry was raised in Jonesboro and attended Jonesboro High School. Terry came to the Authority in March of 1990 as a Meter Reader, moved over to Customer Service as a Rep in 1992, and in 1996, when the Authority opened a satellite office in Jonesboro, Terry took over that office. After a couple of years it was decided to close that location and Mr. Turner returned to the Main Office in the Customer Service department. Mr. Turner has a great personality and has a real way with customers and can really play the piano. Our biggest problem with Terry is that we can never get him to express his opinion and his conservative dress, which is real conservative today compared to some days. Mr. Hicks

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presented Mr. Turner with his service pin for his fifteen years with the Authority and he received a round of applause from those in attendance.

Ms. Barber also mentioned that Mr. Turner is a preacher.

Mr. Hicks next introduced Walter Burdett who is from East Point, moved to Clayton County in 1988, and is one of the 26 or so employees that came to the Authority from the City of Forest Park. Mr. Burdett was hired by Forest Park in 1985. When he came to the Authority, he was working in the Meter Reading shop as a Meter Reader Technician and has had several positions since then. Several years ago the Authority moved the meter testing shop over to the Maintenance & Construction area because we were running into situations where we had to test big meters and needed big pieces of equipment to get the lids off. Currently, Walt's title is Backflow Prevention Coordinator, doing a lot of testing on the meters. As the meters age, they slow down, which is a loss of revenue for the Authority, so the testing is critical to our operation. Walt is doing a great job in this area and understands that a business may be out of water and he knows that coordination is important with businesses so that a restaurant is not turned off at lunchtime or an apartment complex. There is a lot of PR involved in what they do. Mr. Hicks thanked Mr. Burdett for his twenty years of service. Mr. Burdett received a round of applause.

Chairman McQueen thanked Terry and Walt for all they do for the Water Authority.

Ready Mix Concrete Bid Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who has several annual contracts for products and services to bring before the Board. Mr. Etheridge stated that this year the Authority did not receive as many bids as the Authority normally receives. This may be due to a fluctuation in raw materials causing a lot of companies to not want to commit for a year on their prices.

For the Ready Mix Concrete, Mr. Etheridge explained that the Authority received two bids with very little difference in costs. Staff recommends authorization to purchase from both vendors that submitted bids, using the lowest bidder and only using the other vendor in the event that the low bidder cannot meet our schedule or needs.

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Clayton County Water Authority
 Ready Mix Concrete
 March 22, 2005
 Bid Opening

Contractor	Bid Amount
LaFarge, North America 12735 Morris Road Extension, 300 Alpharetta, GA 30004	No Bid
Walker Concrete Company P.O. Box 2637 Stockbridge, GA 30281	\$129,858.75
Thomas Concrete of Georgia 2700 Cumberland Parkway Suite 500 Atlanta, GA 30339	NO BID
RMC - Cemex P.O. Box 728 Decatur, GA 30031	\$128,606.25

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

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

RESOLVED: to accept staff's recommendation to purchase from RMC-Cemex and Walker Concrete Company, who both submitted bids, using the lowest bidder and only using the other vendor in the event that the low bidder cannot meet our schedule or needs.

Concrete Products Bid Recommendation: Mr. Etheridge stated that this is bagged cement and concrete blocks. In previous years, the Authority supplied materials for a lot of jobs, but we no longer do that. The Authority buys these products occasionally, less than a thousand dollars a year which is probably why we did not receive any bid because the companies do not want to commit to a price for a year.

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Clayton County Water Authority
 Concrete Products Picked Up/Delivered
 March 22, 2005
 Bid Opening

Contractor	Bid Amount
Allied Ready Mix P.O. Box 728 Decatur, GA 30031	NO BID
C&J Carriers 2509 Lovejoy Rd. Lovejoy, GA. 30350	NO BID
Evans Sand & Gravel, Inc. 114 Quarry Road Stockbridge, GA 30281	NO BID
GMS Select Products 1940 Highway 42, South McDonough, GA 30253	NO BID
Concrete Supply Company P.O. Box 113 Fayetteville, GA 30214	NO BID

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

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

RESOLVED: to accept staff's recommendation not to rebid but to purchase, through the Warehouse, these materials as needed by obtaining quotes.

Quarry Products Bid Recommendation: Mr. Etheridge continued with Quarry Products-Picked Up which is rock picked up from a local quarry. Staff recommends that the Board approve both bids as the Authority uses both Vulcan Materials Company and Florida Rock Industries.

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Clayton County Water Authority
 Quarry Products – Picked Up
 March 22, 2005
 Bid Opening

Contractor	Bid Amount
Vulcan Materials Company S.E. Division P.O. Box 80730 Atlanta, GA 30366-0730	\$94,040.00
Florida Rock Industries 225 Lees Mill Road Forest Park, GA 30050	\$89,510.00
LaFarge Aggregates 5455 W. Lees Mill Rd College Park, GA 30349	\$50,350.00 Did not bid on several products

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

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

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

Quarry Products Delivered Bid Recommendation: Mr. Etheridge stated that the Authority had two bidders for the Quarry Products Delivered and recommends that staff be able to purchase from both Concrete Supply and C&J Carriers, LLC using the low bidder and only using the other vendor in the event that the low bidder cannot meet our schedule or needs.

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Clayton County Water Authority
 Quarry Products - Delivered
 March 22, 2005
 Bid Opening

Contractor	Bid Amount
C&J Carriers, LLC P.O. Box 490 Lovejoy, GA 30350	\$117,925.00
Greg Holland Enterprises P.O. Box 490 Lovejoy, GA 30350	No Bid
Concrete Supply P.O. Box 113 Fayetteville, GA 30214	\$108,830.00
Evans Sand & Gravel, Inc. 114 Quarry Road Stockbridge, GA 30281	NO BID
GMS Select Products 1940 Highway 42 South McDonough, GA 30253	NO BID
Harris Walker Trucking P.O. Box 803 Conley, GA 30027	NO BID

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

Greg Holland Enterprises and Walker Harris Trucking no longer provide these materials due to frequent price increases for quarry products and fuel costs.

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

RESOLVED: to approve staff's recommendation to use both vendors, Concrete Supply and C&J Carriers, LLC for the Quarry Products Delivered, using the low bidder and only using the other vendor in the event that the low bidder cannot meet our schedule or needs.

Masonry Bid Recommendation: Mr. Etheridge stated that the Masonry Block Work is a service contract for the materials for building concrete meter boxes. Some of

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this work is done in-house, but most of it is when we get a job with the Board of Education or the Board of Commissioners. We received two bids and are asking the Board to approve the low bidder, Davidson Contracting & Construction in the amount of fifty-nine thousand six hundred twenty-five dollars (\$59,625) pending their meeting our Risk Management requirements. In the event that Davidson Contracting and Construction cannot meet our Risk management requirements, or respond to our needs in a timely manner, we would also ask approval to contract with Southern Builders if needed.

Clayton County Water Authority
 Masonry Block Work
 March 29, 2005
 Bid Opening

Contractor	Bid Amount
Southern Builders 209 Wallis Street Jonesboro, GA 30236	\$63,850.00
C & M Masonry Contractors Group, Inc. 174 Bellamy Place Stockbridge, GA 30281	NO BID
Martin's Masonry, Inc. 5156 E. Fairview Road, S.W. Stockbridge, GA 30281	NO BID
S & W Masonry Construction, Inc. P.O. Box 1345 Forest Park, GA 30298	NO BID
Commercial Masonry Specialist 100 Felton Drive Fayetteville, GA 30214	NO BID
Meadows Masonry 196 W. Mill St Jonesboro, GA 30236	NO BID
Davidson Contracting & Construction 9396 S. Main St. Jonesboro, GA 30236	\$59,625.00
Curb Specialties P.O. Box 80668 Conyers, GA 30013	NO BID
Advanced Masonry Concepts 171 Interlochen Dr. Peachtree City, GA 30269	NO BID
MacArthur Masonry 1609 Malone Ave. Albany, GA 31705	NO BID

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Staff recommends that this annual contract be awarded to Davidson Contracting and Construction (providing that they can meet our Risk Management requirements) with the option to renew for a 2nd and 3rd year with no changes in terms or conditions. In the event that Davidson Contracting and Construction cannot meet our Risk management requirements, or respond to our needs in a timely manner, we would also ask approval to contract with Southern Builders if needed.

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

RESOLVED: to accept the low bid from Davidson Contracting & Construction in the amount of fifty-nine thousand six hundred twenty-five dollars (\$59,625) pending their meeting our Risk Management requirements. In the event that Davidson Contracting and Construction cannot meet our Risk management requirements, or respond to our needs in a timely manner, we would also ask approval to contract with Southern Builders if needed. This is contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Plant Mix Asphalt Recommendation: Mr. Etheridge stated that the Authority bought eight hundred thirty-four (\$834) dollars' worth of asphalt last year. The paving contractors that do most of our paving work are now required to furnish asphalt. The Authority only pays when we have an emergency. In the event that the Authority has to buy asphalt, we just get quotes.

Clayton County Water Authority
 Plant Mix Asphalt
 March 29, 2005
 Bid Opening

Contractor	Bid Amount
Riverdale Paving Company 360 Corporate Center Ct. Stockbridge, GA 30281	NO BID
Baldwin Paving Company 1014 Kenmill Drive Marietta, GA 30060	NO BID
Moore Brothers Paving 1944 Brannan Road McDonough, GA 30253	NO BID
Metro Materials, Inc. 1318 Henrico Road Conley, GA 30288	NO BID
Couch Construction, L.P. P.O. Box 2129 Peachtree City, GA 30269	NO BID

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We received no bids on these products. The CCWA purchases a very small quantity of asphalt, and with the rising cost of fuel and raw materials vendors were hesitant to quote a price that they could honor for 12 months. We will solicit phone quotes from vendors in the event that we need to purchase these products.

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

RESOLVED: to approve the Authority staff to purchase asphalt as needed by obtaining phone quotes from vendors.

Pre Cast Manhole Recommendation: Mr. Etheridge stated that only one bid was received on the Manhole products. There are only two companies in this area that do this type of work and Cole Products has been our primary vendor for many years. Staff recommends authorization to purchase from Cole Products.

Clayton County Water Authority
 Pre-cast Manhole Products
 March 29, 2005
 Bid Opening

Contractor	Bid Amount
Foley Products 5526 Schatuga Road P.O. BOX 7877 Columbus, GA 31908	NO BID
Cole Products P.O. Box 666 Forest Park GA 30051	\$8,500.00

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

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

RESOLVED: to approve purchasing pre-cast manhole products from Cole Products as needed.

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J. W. Smith Plant Fence Recommendation: Chairman McQueen called on Guy Pihera, Manager of Water Production, who stated that this proposal is for twenty-nine hundred feet of six foot chain link fence with three strand barbed wire plus five gates. Staff recommends going with the low bid, Hatmaker Fence Company, in the amount of thirty-two thousand four hundred eighty dollars (\$32,480). Mr. Pihera added that this amount is based on unit prices so if the footage varies then the total price will vary. This price is an estimate.

Clayton County Water Authority
 CHAIN LINK FENCING – J. W. SMITH
 WATER PRODUCTION PLANT
 March 2005
 Bid Tabulation

BIDDER	TOTAL BID AMOUNT
Hatmaker Fence Company 24 Conley Road Hapeville, GA	\$32,480.00
Nations Fence Company 2497 Lovejoy Road, Bldg. C Lovejoy, GA	\$39,510.00
Celebrity Fence Company 3736 George Washington Drive Ellenwood, GA 30294	\$39,990.00
Statewide Road Construction, Inc. 220 South Gaskin Ave. Douglas, GA 31533	\$39,996.00

Recommendation: Staff recommends contracting with the low Bidder, Hatmaker Fence Company, in the amount of \$32,400 for this project.

Funding Source: Operating Budget

Board approved \$30,000 in FY2004 for this capital purchase. The remaining \$2,480 needed will be transferred from the general operating fund.

Upon Motion by Marie Barber and seconded by Allan Smith it was unanimously

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RESOLVED: to accept the low bidder from Hatmaker Fence Company for the J. W. Smith Plant Fence project in the amount of thirty-two thousand four hundred eighty dollars (\$32,480) based on unit prices, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Pump Station Security Improvements: Mr. Pihera stated that this recommendation is for Repump Station Security Improvements for four of our Repump stations. There are five (5) buildings involved and include the installation of window guards, door guards, plus an upgrade in door locks and hinges. Staff recommends going with Medallion Security Door and Window Company, option B, in the amount of sixteen thousand five hundred ninety dollars (\$16,590).

Clayton County Water Authority
 Repump Station Security Improvements
 Proposals
 March 29, 2005

Vendor	Price
Atlanta Access Controls P.O. Box 1127 Locust Grove, GA 30248	\$20,847.50
A&A Safe, Lock and Door 5025 Courtney Dr. Forest Park, GA 30297	\$16,541.55
Medallion Security Door and Window Co. 101 Kenwood Rd. Suite 12 Fayetteville, GA 30214	\$15,790.00 option A \$16,590.00 option B

Proposals were evaluated and we recommend awarding the contract to Medallion Security Door and Window Company, Option B. Option B includes the ability to open the door window mesh for cleaning as compared to Option A which does not include this function.

Primary reason for not awarding to A&A Safe, Lock, and Door is due to their proposal to use lexan (plastic) in door windows instead of steel mesh.

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

RESOLVED: to accept staff's recommendation to award the Repump Station Security Improvements contract to Medallion Security Door and Window Company, Option B in the amount of sixteen thousand five hundred ninety dollars (\$16,590)

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contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Dragline Services Bid Recommendation: Mr. Pihera stated that the Dragline Services Bid Recommendation is another annual bid. This is a very limited-use business in this area and so we received only one bid from Bellamy Brothers for one hundred twenty-nine dollars per hour (\$129), plus seven hundred dollars (\$700) each for Mobilization and Demobilization per project. The Authority has thirty-four thousand dollars (\$34,000) budgeted specifically for dredging the upper end of Hooper reservoir. Staff recommends awarding this contract to Bellamy Brothers

Clayton County Water Authority
 Dragline Services
 Bid Tabulation
 March 29, 2005

BIDDER	Crane per Hour	Mobilization and Demobilization
Bellamy Brothers, Inc. 16 Fairview Road Ellenwood, GA 30294	\$129	\$700 each

Funding Source: FY2004 Operating Budget

Amount budgeted \$34,000

Note: The most recent bid for these services was received and approved in 2002 from Bellamy Brothers. The 2002 bid was \$120 per hour and \$700 each for mobilization and demobilization. The bid was advertised and two bid invitations were mailed to known prospective bidders. This Specialized service is used on a very limited basis in our region. 90' boom Length and 1 cubic yard bucket minimums were required. Staff recommends awarding the bid to Bellamy Brothers.

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

RESOLVED: to award the Dragline Services to Bellamy Brothers, Incorporated at the crane rate of one hundred twenty-nine dollars (\$129) per hour with a charge of seven hundred dollars (\$700) each for Mobilization and Demobilization per project contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

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Chemical Bid Recommendation: Mr. Pihera stated that the Authority opened bids on twenty-five (25) separate chemicals for the upcoming fiscal year. Mr. Pihera added that staff evaluated the bids and highlighted in yellow the prices from the lowest qualified bidder that we recommend awarding the services to. We also ask that if the low bidder cannot meet our specifications the Board authorizes the staff to go to the next qualified bidder.

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Clayton County Water Authority
 Water Treatment Chemicals
 Bid Tabulation Sheet
 March 29, 2005

	Southern Lime	DPC Enterprises	Bolweeville	Key Chemical	Industrial Chemicals	C&S Chemicals	Geo Chemicals	Shannon Chemical	Cheney Lime
Acetic Acid (56%) (price as cost per pound)					.23/lb				
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum)									
Bulk Hydrated Lime* (price per ton)	102.67/TN		180.00/TN						105.81/TN
Calcium Hypochlorite dry 65% Cl* (price per pound)			.135/lb		.88/lb				
Caustic Soda 20% (price per pound)			.115/lb	.0635/lb	.075/lb				
Chlorine* ## (price per cylinder)		566.00/TN							
Copper Sulfate Med. Crystal* (price per pound)			.94/lb		.77/lb				
Dense soda Ash* (price per pound)			.19/lb		.1575/lb				
Ferric Sulfate liquid (price as cost per pound of iron)			DNMS NC						
Liquid Aluminum Sulfate* (price per dry ton)			DNMS NC		265.00/dry ton	215.00/dry ton	249.5/dry ton		
Ortho Phosphate 36% PO4* (price per gallon)			1.373/gal					1.314/gal	
Potassium Permanganate F/F* (price per pound)			DNMS NC		1.75/lb				
Powdered Activated Carbon* (price per pound) 1 cu ft bag					.47/lb				
Powdered Activated Carbon* (price per pound) 1000 lb super sack					.52/lb				
Sodium Chlorite Liquid 25% (bulk)* (price per gallon)			7.18/gal		5.64/gal				
Sodium Chlorite Liquid 30% (tote)* (price per 275 gal tote)					1.789.56/tote				
Sodium Hypochlorite 12.5% solution* (price per gallon) 55 gal drum			1.216/gal		.81/gal				
Sodium Hypochlorite 12.5% solution* (price per gallon)		.737/gal	1.216/gal		.84/gal				
Sodium Hypochlorite 15% solution* (price per gallon)			1.216/gal		.84/gal				
Sodium Silica Flouride* (price per pound)			.38/lb	.2878/lb	.35/lb				
Solar Salt (>99.5% NaCl) (price per pound) 50lb bag					.10/lb				
Solar Salt (>99.5% NaCl) (price per pound) bulk					0.0525				
Hydrochloric Acid 15%*			DNMS NC	.3075/gal	.65983/gal				
Fluorosilic Acid 23%*			1.708/gal	.7345/gal	.6763/gal				

DNMS F/O - does not meet specification, foreign origin
 DNMS NC- does not meet specifications, non convertible units
 * items noted with asterisk must meet NSF 60 specifications
 ## - pricing for delivery by both flat bed and crane hoist truck

Recommended lowest qualified bids are highlighted yellow

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Clayton County Water Authority
 Water Treatment Chemicals
 Bid Tabulation Sheet
 March 29, 2005

	Brenntag	Sweetwater Technologies	Fort Bend	Carmeuse Chemicals	Nalco	CMC	Altivia	Harcross	E & C
Acetic Acid (56%) (price as cost per pound)									
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum)			1.706/lb of al				2.3490/lb of al		
Bulk Hydrated Lime* (price per ton)				123.95/TN					
Calcium Hypochlorite dry 65% Cl* (price per pound)	1.17/lb							1.20/lb	
Caustic Soda 20% (price per pound)	.071/lb							.0605/lb	.043/lb
Chlorine* ## (price per cylinder)	590.00/TN							595.00/TN	
Copper Sulfate Med. Crystal* (price per pound)								.89/lb	
Dense soda Ash* (price per pound)	.17/lb							.1515/lb	
Ferric Sulfate liquid (price as cost per pound of iron)									
Liquid Aluminum Sulfate* (price per dry ton)									
Ortho Phosphate 36% PO4* (price per gallon)		1.826/gal	3.135/gal		2.886/gal				
Potassium Permanganate F/F* (price per pound)	1.60/lb	1.399/lb DNMS F/O						1.76/lb	
Powdered Activated Carbon* (price per pound) 1 cu ft bag	.42/lb								
Powdered Activated Carbon* (price per pound) 1000 lb super sack						.456/lb			
Sodium Chlorite Liquid 25% (bulk)* (price per gallon)							4.5147/gal		
Sodium Chlorite Liquid 30% (tote)* (price per 275 gal tote)							330/gal tote 1738.75		
Sodium Hypochlorite 12.5% solution* (price per gallon) 55 gal drum	1.30/gal							2.80/gal	1.50/gal
Sodium Hypochlorite 12.5% solution* (price per gallon)	.765/gal								.85/gal
Sodium Hypochlorite 15% solution* (price per gallon)	1.167/gal								.95/gal
Sodium Silica Flouride* (price per pound)	.36/lb							.3375/lb	
Solar Salt (>99.5% NaCl) (price per pound) 50lb bag	.145/lb								
Solar Salt (>99.5% NaCl) (price per pound) bulk									
Hydrochloric Acid 15%*									.85/gal
Fluorosilic Acid 23%*									

DNMS F/O - does not meet specification, foreign origin
 DNMS NC- does not meet specifications, non convertible units
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Clayton County Water Authority
 Water Treatment Chemicals
 Bid Tabulation Sheet
 March 29, 2005

	International Dioxide	Allied Universal	Calciquest	Carus	General Chemical	Kemiron	LCI, Ltd
Acetic Acid (56%) (price as cost per pound)							
Aluminum Chloride liquid (32%) (price as cost per pound of aluminum)					2.00/lb of al	1.579 of al	
Bulk Hydrated Lime* (price per ton)							
Calcium Hypochlorite dry 65% Cl* (price per pound)		1.10/lb					
Caustic Soda 20% (price per pound)		.61/lb	.0628/lb				
Chlorine* ## (price per cylinder)		569.80/TN					
Copper Sulfate Med. Crystal* (price per pound)							
Dense soda Ash* (price per pound)							
Ferric Sulfate liquid (price as cost per pound of iron)					.632/lb iron	.57/lb of iron	
Liquid Aluminum Sulfate* (price per dry ton)					189.90/dry TN	206.60/dry TN	
Ortho Phosphate 36% PO4* (price per gallon)			1.43/gal	1.46/gal			
Potassium Permanganate F/F* (price per pound)			1.59/lb DNMS F/O				
Powdered Activated Carbon* (price per pound) 1 cu ft bag							
Powdered Activated Carbon* (price per pound) 1000 lb super sack							
Sodium Chlorite Liquid 25% (bulk)* (price per gallon)	3.52/gal						
Sodium Chlorite Liquid 30% (tote)* (price per 275 gal tote)	1,119/tote						
Sodium Hypochlorite 12.5% solution* (price per gallon) 55 gal drum		1.05/gal					
Sodium Hypochlorite 12.5% solution* (price per gallon)		.648/gal					
Sodium Hypochlorite 15% solution* (price per gallon)		.707/gal					
Sodium Silica Flouride* (price per pound)							
Solar Salt (>99.5% NaCl) (price per pound) 50lb bag							
Solar Salt* (>99.5% NaCl) (price per pound) bulk							
Hydrochloric Acid 15%*							
Fluorosilic Acid 23%*							.7272/gal

DNMS F/O - does not meet specification, foreign origin
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Recommended lowest qualified bids are highlighted yellow

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TREATMENT CHEMICAL BID RESULTS
 COMPARISON of FISCAL YEAR 2004 & 2005

		FY 2004			FY 2005		
Chemical	Annual Quantity Used (Est.)	Low Bidder	Low Bid \$/Unit	Annual Cost \$	Low Bidder	Low Bid \$/Unit	Annual Cost \$
Bulk Hydrated Lime	250 Tons	Southern Lime	90.00/ton	22,500	Southern Lime	102.67/ton	25,668
Calcium Hypochlorite	800 Lbs	Allied Univ and Indust. Chemical	0.89/lb	712	Bolweeville	0.135/lb	108
Chlorine	230 Tons	Allied Universal	354.80/ton	81,604	DPC	566.00/ton	130,180
Copper Sulfate Med. Cry.	55,000 Lbs	Industrial Chemical	.78/lb	42,900	Industrial Chemical	.77/lb	42,350
Dense Soda Ash	60,000 Lbs	Industrial Chemical	0.10/lb	6,000	Harcros	0.1515/lb	9,090
Ferric Sulfate	400,000 lbs	Kemiron	.53/lb	212,000	Kemiron	.57/lb	228,000
Liquid Aluminum Sulfate	1000 Tons	General Chemical	159.90/ton	159,900	General Chemical	189.90/ton	189,900
Ortho Phosphate	20,000 Gal	Calciquest	1.19/gal	23,800	Shannon	1.314/gal	26,280
Potassium Permanganate	45,000 Lbs	Carus	1.232/lb	55,440	Brentag	1.60/lb	72,000
Sodium Hypochlorite 12.5%	100,000 Gal	Brentag	.505/gal	50,500	Allied Universal	.648/gal	64,800
Sodium Silica Fluoride	60,000 Lbs	Industrial Chemical	.2855/lb	17,130	Key Chemical	.2878/lb	17,268
Solar Salt	40,000 Lbs	Industrial Chemical	.07/lb	2,800	Industrial Chemical	.10/lb	4,000
Acetic Acid	40,000 Lbs	Industrial Chemical	.154/lb	6,160	Industrial Chemical	.23/lb	9,200
Aluminum Chloride	100,000 Lbs	Fort Bend	1.1898/lb	118,980	Fort Bend	1.579/lb	157,900
TOTAL ANNUAL COST				\$800,426			\$976,744

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Costs reflect an estimated annual increase of 22%

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

RESOLVED: to accept staff's recommendation to purchase chemicals from the lowest qualified bidder and also authorize that if the low bidder cannot meet our specifications staff can go to the next qualified bidder.

Filter Media Bid Recommendation: Mr. Pihera stated that staff took bids for Filter Media which is granular powder that goes on top of our filters for the filtration process. Of the five invitations sent out, the Authority received three bids. Staff recommends using the low bidder, Carbonite Filter Corporation, with a bid of six dollars thirty-three cents (\$6.33) per one (1) cubic foot bag with a price of two hundred forty-three dollars and ninety-six cents (\$243.96) per one (1) ton super sac of Filter Media.

Clayton County Water Authority
 Filter Media Bid Tabulation
 March 29, 2005

BIDDER	Bid: 1 cu/ft bag	Bid: 1 Ton Super Sac
Carbonite Filter Corp. P.O. Box 1 Delano, PA 18220	\$6.33	\$243.96
Unifilt P.O. Box 88 Fombell, PA 16123	\$7.5825	\$256.667
The F.B. Leopold Company, Inc. 227 South Division Street Zelienople, PA 16063	No Bid	\$11,052 (see note below)
Reading Anthracite Company 200 Manhantongo St. P.O. Box 1200 Pottsville, PA 17901	No Bid	No Bid
Anthrafilter 20 Sharp Road Brantford, ON N3T 5L8	Received late, CCWA did not open	

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Note: Leopold's bid is for the entire 30 ton estimated annual usage which equates to \$245.60 per ton.

Staff recommends awarding the bid to Carbonite Filter Corp.

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

RESOLVED: to accept staff's recommendation to purchase Filter Media from Carbonite Filter Corporation for a price of six dollars and thirty-three cents (\$6.33) per one (1) cubic foot bag and a price of two hundred forty-three dollars and ninety-six cents (\$243.96) per one (1) ton super sac.

Services During Construction FY 2005: Chairman McQueen called on Mike Buffington, Project Engineer, who presented the Task Order covering our Services during Construction for FY 2005, with CH2M Hill, which will start May 1, 2005. Mr. Buffington stated that the Authority currently has five (5) projects under construction with a contract value of thirty-five million six hundred thousand dollars (\$35,600,000). One additional project out for bids, which will be under construction this year, has a projected value of fifty-six million seven hundred thousand dollars (\$56,700,000) for a total contract value of our construction projects during the fiscal year of ninety-two million three hundred thousand dollars (\$92,300,000). During FY 2004 we had ninety-nine million four hundred thousand dollars (\$99,400,000) of contract value in construction projects.

Mr. Buffington stated that this task order is a cost reimbursable task order, for time and materials, with a not to exceed amount of two million six hundred thousand dollars (\$2,600,000). Staff is projecting currently that the Hooper Water Production Plant will be approximately two months behind schedule and this task order includes money to cover construction services for that time. In the event that it does run over, then we will reimburse those moneys from liquidated damages that we will collect from that contractor. The task order will be funded from our Series 2005 Bond Issue.

Mr. Buffington stated that it is the recommendation of Program Management that the Board approve the Task Order for CH2M Hill for FY 2005 Services during Construction for a not to exceed amount of two million six hundred thousand dollars (\$2,600,000).

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TASK ORDER SUMMARY
PROGRAM MANAGEMENT AND SERVICES
DURING CONSTRUCTION – FISCAL YEAR 2005
TASK ORDER NO. BO-05-01

Includes program management and services during construction provided by CH2M Hill during Fiscal Year 2005 (May 1, 2005 through April 30, 2006). These services include general program management, and construction management and inspection for *W. J. Hooper Improvements Phase 2, Solids Dewatering Facilities (Two Sites), Reeves Creek Lift Station, Battle Creek Generators, Huie Phase 2 Constructed Wetlands, and Northeast WRF Expansion and Upgrade.*

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

Project Managers:

CH2M Hill, Engineers – Dave Goddeyne

Clayton County Water Authority – Mike Buffington

Task Order Summary:

Task Order Amount – \$ 2,600,000 (not to exceed amount)

Funding:

Series 2005 Bond Issue

TASK ORDER BO-05-01

This is an attachment to the AGREEMENT between CH2M HILL (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”), for the project generally described as *Fiscal Year 2005 Program Management Services and Services During Construction for CCWA’s, W.J. Hooper Phase II Upgrade, Solids Dewatering Facilities, Huie Phase II Constructed Wetlands, Reeves Creek Lift Station Improvements, Battle Creek Facilities Generators, and Northeast WRF Expansion and Upgrade.*

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ARTICLE 1 — SCOPE OF SERVICES

Program Management

The scope of services for this portion of the Task Order is for fiscal year 2005 (May 1, 2005 through April 30, 2006). It continues to provide program management assistance and implementation of the Program's fully integrated Project Control System (PCS) that combines scope, schedule, budget, actual, and forecast data for each of the Program's projects into one database. The PCS will implement processes and procedures that successfully drive program and project-critical activities to completion. The PCS includes planning, scheduling, cost control, and funds management, as well as the application of work processes such as the project accounting system, cost/schedule progress reporting procedures, and corrective action management.

This portion of the task order is a continuation of the scope of the existing Task Order RE-04-01 that ended on April 30, 2005 and was for Program Management Services for Fiscal Year 2004.

The scope of services for fiscal year 2005 includes:

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

Task 1 – Planning And Program Assistance The ENGINEER will continue to develop a project control plan for each project during the project planning phase. The level of success of each project is closely related to early project planning. The ENGINEER uses the Work Breakdown Structure (WBS) process, a planning tool that provides a formal structure to identify all products and relate all work efforts. The appropriate level of detail for the WBS is dependent upon size, complexity, risk, and schedule constraints. All elements of scope must correlate to a WBS element, thus preventing any scope from being omitted in the planning process. Once completed and combined with the coding structure in the accounting system, the WBS provides a cross-walk from scope definition to the accounting system to allow proper charging of actual costs for each scope of work (SOW). All WBS elements will summarize to the higher level WBS identified in the SOW.

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Task 2 – Scheduling The ENGINEER will create all schedules using the Critical Path Method (CPM), developed using Primavera Project Planner (P3), and will include network logic, and will be controlled and monitored by team members. The keys to scheduling include: direct integration with the previously-identified WBS, resource loading to assist with funding needs and budget “what-if” exercises, identification of any milestones or deliverables, logical depiction of work processes, and regular updates to assess project performance. The focus on scheduling events and performance provides project team members with information detailing resource and time balancing, cost trade-off relationships, and delivery of committed milestones.

Task 3 – Estimating The ENGINEER will develop cost estimates at a predetermined level of the WBS. Elements of cost to be estimated include, but are not limited to: direct labor, materials, equipment, travel and expenses, and subcontracts. All applicable approved direct rates will be applied and the cost estimate will be loaded into the schedule to fully integrate scope, schedule, and budget by WBS element. This framework will support earned value reporting.

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

Task 4 – Cost Control This task will provide the ability to control costs which is predicated on timely issue identification and the quality of the corrective management actions taken. The ENGINEER’s project control tools provide a foundation of real-time cost and schedule information from which experienced project managers can forecast future results by applying various management action scenarios.

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

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

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

- **Accurately identifying all project SOW components**
- **Planning project activities for efficient execution**
- **Provides a basis for staffing and resource identification**
- **Establishes a cost and schedule baseline for each task**

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

Task 5 – Funds Management The ENGINEER will monitor the amount of available funds per task order, a key component of the PCS. Because receipt of notification to proceed on a task order may not come with total funding, the PCS assists in the management of actual cost incurred to date, and provides a structure to forecast Estimate to Complete (ETC) values. These estimates will assist in identifying when additional funding is needed. For all task orders, actual cost incurred will be compared to actual funding received on a monthly basis.

Task 6 – Reporting The ENGINEER will prepare monthly reports using the same format used for fiscal year 2004. As work is initiated, actual costs are captured in the accounting system at the appropriate level of the WBS. A labor distribution report will be downloaded weekly to allow the project manager to review and track charges by employee or WBS element.

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

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

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

Task 7 – Baseline Change Control Management The ENGINEER will implement and maintain a baseline change control management process. It is imperative to maintain cost control throughout the life of the project. Changes to the scope, schedule or budget will not be made without proper contractual notification and approval. The ENGINEER will not perform any technical work that is outside the scope of the original SOW until proper authorization is received and the baseline is modified accordingly. Once approved, the original baseline will be updated, adhering to cost control, and the work will proceed. This ensures that all parties are in agreement with the scope, schedule, and budget, and when performance measurement applications are applied, performance is measured against a valid, contract-oriented baseline.

Services During Construction

The scope of services for this portion of the Task Order is for fiscal year 2005 (May 1, 2005 through April 30, 2006) and provides services during construction for the projects listed above during this time period. Additional task orders will be developed for subsequent fiscal years to cover services during construction for the above projects as well as additional projects that enter construction.

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

and which provides the requisite authority for the ENGINEER to fulfill its SDC responsibilities.

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

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

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

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

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

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

2.2 Document Management System and Procedures The ENGINEER will establish a system and set of procedures for managing, tracking and storing relevant documents between

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the Contractor, the ENGINEER and the OWNER produced during the Construction and Closeout phases of the project. The ENGINEER will utilize an appropriate computer based document management system selected by the ENGINEER. The ENGINEER will, in coordination with the OWNER, maintain hard copy records, suitably organized, of all relevant documentation.

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

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

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required permits, bonds, and insurance have been submitted by each Contractor.

2.4.2 Payments to Contractor:

2.4.2.1 The ENGINEER will receive and review each Contractor's requests for payment. The ENGINEER will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The ENGINEER shall provide recommendations to the OWNER as to the acceptability of the requests. The ENGINEER will advise the OWNER as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

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

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

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

2.5.2 Coordinate Issuance of Changes: The ENGINEER will assist the OWNER with the issuance of changes to the contract for construction. Design and

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engineering services to prepare drawings, specifications and other information for significant scope changes shall be considered as Additional Services, and shall entitle the ENGINEER to additional compensation. The ENGINEER will receive and review the Contractor's request for change and cost estimate and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. The ENGINEER will assist the OWNER with negotiations of the proposal and, upon approval by the OWNER, prepare final change order documents for execution by the OWNER and Contractor.

2.5.3 Review of Contractor's Requested Changes: The ENGINEER shall review reasonable Contractor-requested changes to the contract for construction. The ENGINEER will make recommendations to the OWNER regarding the acceptability of the Contractor's request and, upon approval of the OWNER, assist the OWNER in negotiations of the requested change. Upon agreement and approval, the ENGINEER will prepare final change order documents. Design and engineering services of the ENGINEER to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling the ENGINEER to additional compensation.

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

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

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

2.8 Claims and Disputes The ENGINEER will receive, log, and notify the OWNER about all letters and notices from the

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Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. The ENGINEER will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. The ENGINEER will advise the OWNER regarding the Contractor's compliance with the contract requirements for such claims and disputes. The ENGINEER will assist the OWNER in discussions with the Contractor to resolve claims and disputes. The ENGINEER will not issue decisions on Contractor claims or disputes. The ENGINEER will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

2.9 Project Controls **2.9.1 Contractor's Schedule Submittal:** The

ENGINEER will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. The ENGINEER will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. The ENGINEER will provide comments to the OWNER to assist the OWNER in approving, accepting or taking other action on the Contractor's schedule, in accordance with the contract for construction. The ENGINEER's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

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

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

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proposed or issued Change Orders. The ENGINEER will assist the OWNER in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

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

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

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

2.10.3 Review of Work: The ENGINEER will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. The ENGINEER will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations. The ENGINEER's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the OWNER.

The ENGINEER's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. The ENGINEER

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

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

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advise the OWNER as to the appropriate action(s), and will assist the OWNER in responding to the Contractor.

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

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

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

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

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

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

2.11.3 Scope of Review: The ENGINEER's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two

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submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of the ENGINEER and design team, the ENGINEER shall be entitled to additional compensation.

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

The ENGINEER will log and track the Contractor's requests.

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

2.13 **Safety** 2.13.1 The ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

2.13.2 The ENGINEER will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. The ENGINEER will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose the ENGINEER staff, or staff of the ENGINEER subcontractors, to unsafe conditions.

2.13.3 The ENGINEER will notify affected personnel of any site conditions posing an imminent danger to them, which the ENGINEER observes.

2.13.4 The ENGINEER is not responsible for health or safety precautions of construction workers. The ENGINEER is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

3.0 **SERVICES DURING CLOSE-OUT PHASE** The ENGINEER will assist the OWNER in closing out the

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

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

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

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

4.1 The construction period for each project is based on the schedule as follows:

- **W.J. Hooper Phase II Upgrade - 02 Jun 03 through 31 Dec 05 (project completes 2 months late)**
- **Solids Dewatering Facilities - 19 July 04 through 30 Sept 05 (15 months)**
- **Huie Phase II Constructed Wetlands - 01 May 05 through 30 May 06 (13 months)**
- **Reeves Creek Lift Station Improvements - 02 Aug 04 through 31 Jul 05 (12 months)**
- **Battle Creek Facilities Generators - 28 Mar 05 through 22 Dec 05 (9 months)**
- **Northeast WRF Expansion and Upgrade - 1 Aug 05 through 30 Sept 08 (38 months)**
- **Jackson Transfer Pump Station Force Main Improvements - Will not be constructed during this task order period (May 05 through April 06)**

4.2 For this scope of services for fiscal year 2005, the above projects are expected to be active as follows:

- **W.J. Hooper Phase II Upgrade - 01 May 05 through 31 Dec 05 (8 months)**
- **Solids Dewatering Facilities - 01 May 05 through 30 Sept 05 (5 months)**
- **Huie Phase II Constructed Wetlands - 01 May 05 through 30 Apr 06 (12 months)**
- **Reeves Creek Lift Station Improvements - 01 May 05 through 31 Jul 05 (3 months)**
- **Battle Creek Facilities Generators - 01 May 05 through 22 Dec 05 (8 months)**

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- **Northeast WRF Expansion and Upgrade - 01 Aug 05 through 30 April 06 (9 months)**
 - **Jackson Transfer Pump Station Force Main Improvements - Not scheduled at this time**
- 4.3 The Contractor will provide a field office structure, furniture, telephone, facsimile, computer equipment, and security services for resident ENGINEER staff. The Contractor will pay monthly utility, telephone, and cleaning charges.
- 4.4 The OWNER will not be providing pre-purchased equipment or materials.
- 4.5 The ENGINEER will attend one pre-construction meeting per construction contract with the OWNER, Contractor and other interested parties in the OWNER's office or at the project site.
- 4.6 Bi-weekly construction progress meetings will be attended at the project site. The ENGINEER will have one person (minimum) attend each meeting.
- 4.7 The number of original submittals and re-submittals expected during the fiscal year 2005 for each project is as follows:
- **W.J. Hooper Phase II Upgrade - 30 submittals and 15 re-submittals**
 - **Solids Dewatering Facilities - 25 submittals and 15 re-submittals**
 - **Huie Phase II Constructed Wetlands - 30 submittals and 20 re-submittals**
 - **Reeves Creek Lift Station Improvements - 18 submittals and 10 re-submittals**
 - **Battle Creek Facilities Generators - 20 submittals and 14 re-submittals**
 - **Northeast WRF Expansion and Upgrade - 150 submittals and 80 re-submittals**
- 4.8 The ENGINEER will review one baseline construction schedule and one updated monthly schedule for the W.J. Hooper Phase II Upgrade and Northeast WRF Expansion projects.
- 4.9 Requests for Interpretation from the Contractor, expected during the fiscal year 2005, will be reviewed and responded to as follows:
- **W.J. Hooper Phase II Upgrade - 35 RFIs**
 - **Solids Dewatering Facilities - 15 RFIs**
 - **Huie Phase II Constructed Wetlands - 25 RFIs**
 - **Reeves Creek Lift Station Improvements - 10 RFIs**

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- **Battle Creek Facilities Generators - 15 RFIs**
 - **Northeast WRF Expansion and Upgrade – 100 RFIs**
- 4.10 The ENGINEER will review one Contractors' monthly pay request per project.
- 4.11 The ENGINEER will not provide surveying to provide baseline control for construction.
- 4.12 OWNER will provide one experienced inspector and one experienced resident engineer from May 05 through April 06.
- 4.13 The ENGINEER will provide startup assistance to the OWNER on the Hooper Phase II Upgrade project only.
- 4.14 The ENGINEER will provide an "Engineer's" O & M manual only for the Chemical Bldg operations at the W.J. Hooper Phase II Upgrade project.
- 4.15 No other construction contracts will be ongoing from May 1, 2005 through April 30, 2006 other than those listed above.

5.0 ADDITIONAL SERVICES The services enumerated herein will be performed only as authorized by OWNER.

Authorization to proceed with such additional services will be in the form of a Task Order Amendment specifying the scope of work to be performed and basis of compensation.

- 5.1 Provide services during construction that are outside the services described in this task order, such as:
- **Process Engineer or Technicians to assist OWNER with startup of the treatment process equipment (exception - Hooper Phase II Upgrade project).**
 - **Process training to OWNER's staff for operations of any facilities within any of the projects (exception - Hooper Phase II Upgrade project).**
 - **Investigations, meetings, and negotiations with the Contractor involving claims, legal disputes, and/or a significant amount of defective or neglected work of the Contractor.**
 - **Additional work resulting from default, delinquency, or insolvency of the Contractor; or as a result of damage to the construction caused by fire, flood, earthquake, or other acts of God; as well as all additional work resulting from any form of litigation.**
 - **Additional work resulting from strikes, walkouts, or other acts of trade labor unions or work required to resolve disputes or goals involving minority**

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- **involvement. Additional work resulting from significant delays or acceleration of the work by the Contractor, changes or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.**
- **Unusual requirements for assistance to legal, financial, scheduling, or other consultants engaged for the PROJECT by OWNER.**
- **Assistance in investigating the cause of accidents.**
- **Warranty performance review services during construction Contractor’s 1-year warranty period and to assist OWNER in coordinating corrections of Contractor deficiencies in equipment or construction during this period.**

Due to the nature of construction projects, the Scope of Work described in Article 1 is not entirely within the control of the ENGINEER and cannot be exactly predicted. The rate schedule, noted as Attachment A, defines the labor rates for personnel to be utilized in conjunction with the scope of work for Task Order BO-05-01.

ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in Attachment A. Compensation shall be cost-reimbursable-per diem (time and expenses), with a maximum, not to exceed amount of \$2,600,000.00 without written approval from the OWNER.

ARTICLE 3 — INSURANCE

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

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

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this _____ day of _____, 2005

By: _____
Name Title

For ENGINEER, CH2M HILL

Dated this _____ day of _____, 2005

By: _____
Name Title

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ATTACHMENT A

PROPOSED 2005 LABOR COMPENSATION SCHEDULE CLAYTON COUNTY WATER AUTHORITY

Per Diem Class	Grade	Billing Title	2004 Bill Rate**	2005 Bill Rate**
1	E9	Principle/Program Manager/Information Solutions Manager	156.00	162.00
2	E8	Principle/Program Manager/Information Solutions Manager	156.00	162.00
3	E7	Principle/Program Manager/Information Solutions Manager	156.00	162.00
4	E6	Project Manager/Senior Project Engineer/IS Engineer	135.00	140.00
5	E5	Project Manager/Senior Project Engineer/IS Engineer	135.00	140.00
6	E4	Project Engineer/Senior Engineer/Senior Planner/Senior Scientist	115.00	120.00
7	E3	Associate Engineer/Planner/Scientist	96.00	100.00
8	E2	Staff Consultant/Engineer/Software Development Analyst	87.00	90.00
9	E1	Staff Consultant/Engineer	74.00	77.00
10	E0	Staff Consultant/Engineer	74.00	77.00
11	T5	Lead Technician/Project Controls Specialist	86.00	89.00
12	T4	Lead Technician/Project Controls Specialist	86.00	89.00
13	T3	Field Service Specialist/Design Aide/Engineering Technician	64.00	67.00
14	T2	Field Service Specialist/Design Aide/Engineering Technician	64.00	67.00
15	T1	Field Service Specialist/Design Aide/Engineering Technician	64.00	67.00
16	T-Aide	Field Service Specialist/Design Aide/Engineering Technician	64.00	67.00
OFC	OFC	Office Support	59.00	61.00
		Startup Consultant	135.00	140.00
		Construction Manager	130.00	135.00
		Resident Engineer	104.00	108.00
		Field Engineer	88.00	91.00
		Lead Inspector	78.00	81.00
		Inspector	71.00	74.00
		Technical Assistant	64.00	67.00

**For all personnel, the proposed 2005 bill rate is equal to the approved 2004 bill rate plus 4%, rounded to the nearest whole dollar.

EXHIBIT A INSURANCE REQUIREMENTS

TASK ORDER BO-05-01

Fiscal Year 2005 Program Management Services and Services During Construction for CCWA's W.J. Hooper Phase II Upgrade, Solids Dewatering Facilities, Huie Phase II Constructed Wetlands, Reeves Creek Lift Station Improvements, Battle Creek Facilities Generators, and Northeast WRF Expansion and Upgrade

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ENGINEER'S Insurance

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

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

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

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

The limits of coverage shall be:

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

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

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

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

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

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

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

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

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(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 Allan Smith and seconded by Marie Barber it was unanimously

RESOLVED: to approve the Services during Construction FY 2005 Task Order #BO-05-01 with CH2M Hill in the not to exceed amount of two million six hundred thousand dollars (\$2,600,000).

College Park Splitter Box Agreement: Chairman McQueen called on Mr. Brannan who explained that the Authority has a Splitter Box that we share with College Park. The splitter box has an opening that can be raised or lowered to allow flow to pass through. Our intent is to regulate the flow through the splitter box so that each entity gets the amount of sewer back after passing through the box that was put in before the box.

College Park maintains the access into the splitter box. College Park and the Authority will meet once a month to review the flow of the past month to see if an adjustment, if any, is needed to gauge the flow. The adjustment will be based on information received by the Authority from ADS, who monitors the flow meters that register the Authority's flow into the College Park system and flow out of the splitter box into the Authority's system.

Mr. Brannan added that with the Board's authorization, we will put this agreement in force by either authorizing Mr. Brannan or Chairman McQueen to sign the agreement so there will not be any exchange of funds. We will always try to balance that flow. Mr. Etheridge and his staff will stay on top of this and our people will keep a running tally on what is going through the splitter box. Mr. Brannan added that he and Mr. Thomas went to College Park Monday night and met with the mayor and the city council and College Park has actually approved the agreement.

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STATE OF GEORGIA

COUNTY OF CLAYTON

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this ____ day of _____, 2005,
 between the CLAYTON COUNTY WATER AUTHORITY (hereinafter the "Authority") and the
 CITY OF COLLEGE PARK, GEORGIA (hereinafter "College Park"), collectively the "Parties,"
 witnesseth:

WHEREAS, the Authority and College Park share usage of the College Park Splitter
 Box shown on Exhibit "A," a copy of which is attached hereto and incorporated herein by
 reference; and

WHEREAS, the Parties have reached an Agreement regarding the terms of joint use of
 said College Park Splitter Box;

NOW THEREFORE, for and in consideration of the promises and the mutual
 undertakings hereinafter set forth, it is agreed between the Parties as follows:

Article I. Overview.

Sewage from the Authority's Sanitary Sewer System, as shown on Exhibit "A," currently
 enters the College Park Sanitary Sewer System at the points shown on Exhibit "A." The purpose
 of the College Park Splitter Box is to direct sewage from the College Park Sanitary Sewer
 System to College Park's treatment facilities in proportion to the amount of sewage that College

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Park produces and to the Authority's treatment facilities in proportion to the amount of sewage that the Authority introduces into the College Park Sanitary Sewer System. However, because the parties recognize that the College Park Splitter Box is incapable of dividing sewage with complete accuracy, the parties have produced this Agreement to provide for monthly adjustments to the College Park Splitter Box to ensure that the amounts of sewage actually being directed to the parties' respective treatment facilities correspond as nearly as possible with the amounts of sewage actually directed into the College Park Splitter Box by the parties' respective sewerage systems.

Article II. Terms of Joint Use of College Park Splitter Box.

- A.** The parties agree that, so long as the terms of this Agreement are adhered to by both parties, neither party shall owe to the other party any funds regarding either the performance of this Agreement or diversion of sewage into the parties' respective sewerage systems by the College Park Splitter Box.
- B.** The Authority, itself or through a third party contractor, shall take monthly readings of the three (3) flow meters ("Meters") installed at the locations marked on Exhibit "A" as Monitoring Sites.
- C.** Within five (5) business days of the Authority receiving the results of each month's readings of the Meters, a designated representative of the Authority shall forward the results of the readings to a designated representative of College Park, and the parties' designated representatives shall agree to a date, to occur within twenty (20) calendar days

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of the Authority's receipt of results of monthly readings, for representatives of College Park and the Authority to meet at the College Park Splitter Box in order to conduct any necessary adjustments. If the monthly readings indicate that the College Park Splitter Box is diverting to the Authority's treatment facilities more sewage than the Authority introduces into the College Park Sanitary Sewer System, then College Park and the Authority shall adjust the College Park Splitter Box as agreed to by the parties' representatives to divert less sewage to the Authority's treatment facilities. If the readings indicate that the College Park Splitter Box is diverting to the Authority's treatment facilities less sewage than the Authority introduces into the College Park Sanitary Sewer System, then College Park and the Authority shall adjust the College Park Splitter Box as agreed to by the parties' representatives to divert more sewage to the Authority's treatment facilities. The goal of all adjustments shall be, to the greatest extent possible, to render the amount of sewage diverted by the College Park Splitter Box to the Authority's treatment facilities proportionately equal to the amount of sewage introduced into the College Park Splitter Box by the Authority as shown on Exhibit "A."

- D.** The parties agree to hold an annual review meeting between representatives of the parties within thirty (30) calendar days of each anniversary of the date of this Agreement. The purpose of these annual review meetings shall be to ensure that, to the greatest extent possible, the amount of sewage diverted by the College Park Splitter Box to the Authority's treatment facilities proportionately equal to the amount of sewage introduced

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into the College Park Splitter Box by the Authority as shown on Exhibit "A."

- E.** In the event of a dispute under this Agreement between any of the parties, those parties involved in the dispute shall select a mediator mutually agreeable to them and shall proceed to mediate the dispute. In the event the parties are unable to agree on a mediator, the *Justice Center of Atlanta/Resolution Resources Corporation/Henning Mediation* shall be contacted to provide a mediator familiar with governmental issues. The cost of mediation shall be divided equally among the participating parties. In the event the parties are unsuccessful in resolving the dispute through mediation, then the matter shall be submitted to the Superior Court of Clayton County for resolution.

Article III.

Duration and Termination.

This term of this Agreement shall be for ten (10) years from the date of execution, provided that either Party may terminate this Agreement with thirty (30) days prior written notice of intent to terminate to the other Party.

Article IV.

Miscellaneous Provisions.

- A.** This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions contained herein shall be binding upon the Parties unless

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reduced to writing and signed by both Parties.

- B.** This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party. This Agreement and the rights of the Parties shall be binding upon and inure to the benefit of the Parties and their respective successors and, if applicable, assigns.
- C.** No waiver by either Party of any default by the other Party in the performance of any provision of this Agreement shall be construed as a waiver of any future default, whether like or different in character.
- D.** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be held invalid, then such provision shall either be modified, if possible, to fulfill the intent of the Parties as reflected in the original provision, or else stricken from this Agreement. The remainder of this Agreement, and/or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested, and their respective seals to be hereunto affixed, by their duly authorized officials as of the day and year first above written.

Attested to this ____ day
of _____, 2005 by:

CLAYTON COUNTY WATER AUTHORITY

Secretary, Marie Barber

By:
Chairman, Pete McQueen

[SEAL]

CITY OF COLLEGE PARK, GEORGIA

Attested to this ____ day of _____, 2005

By:
Jack P. Longino, Mayor

By:
Lakeitha Reeves, City Clerk

[SEAL]

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

RESOLVED: to approve the proposed agreement with College Park for the Splitter Box and authorize Chairman McQueen, to sign the agreement.

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KBD Lovejoy, LLC Quitclaim Deed 37.2248 Acres: Around the northwest corner of Tara Road and Tara Boulevard there is a piece of property approximately 37.2248 acres, which the Authority has no interest in. When the deed was written for the Water Authority to make acquisition of a tract of land to the east of Tara Boulevard, it put a cloud on the title to this piece of property.

The attorney for the seller of this property contacted the Authority's attorney to find out if we had any easements or infrastructure on this piece of property and to have the Authority sign a quitclaim deed to clear the title. We are not aware of anything, but Mr. Brannan is asking the Board to authorize the Authority to sign the quitclaim deed that is subject to any infrastructure that Clayton County Water Authority might have on this property.

QUITCLAIM DEED

**STATE OF GEORGIA,
 CLAYTON COUNTY**

THIS INDENTURE, made this the ____ day of April, 2005, between **CLAYTON COUNTY WATER AUTHORITY, a political subdivision of the State of Georgia**, of the first part, and **KBD LOVEJOY, LLC, a Georgia limited liability company**, of the second part,

WITNESSETH: That the said party of the first part for and in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said party of the second part, its heirs and assigns, all the right title, interest, claim or demand which the said party of the first part has or may have had in and to:

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All that tract or parcel of land lying and being in Land Lot 95 of the 6th District of Clayton County, Georgia, and being in the City of Jonesboro, and being designated as 37.2248 acres on a plat of survey prepared for H & W Properties, prepared by Charles Lee Iner of Point to Point Land Surveyors, Ga. R.L.S. #2966, dated September 21, 2004, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

BEGINNING at an iron pin set at a point where the land lot lines of Land Lots 65, 66, 96 and 95 of the 6th District of Clayton County converge; thence proceeding along the Northern land lot line of Land Lot 95, said district and county South 89 degrees 19 minutes 28 seconds East 1,387.13 feet to an iron pin set on the Western right-of-way line of U.S. Hwy. 19 & 41 (Tara Boulevard) (R/W varies); thence leaving said land lot line and proceeding along the Western right-of-way line of said U.S. Hwy. 19 & 41 (Tara Boulevard) South 13 degrees 19 minutes 50 seconds East 626.77 feet to an iron pin set; thence leaving said right-of-way line South 78 degrees 16 minutes 38 seconds West 264.54 feet to an iron pin found; thence proceeding South 03 degrees 20 minutes 00 seconds East 345.25 feet to an iron pin found; thence proceeding South 77 degrees 32 minutes 31 seconds West 68.83 feet to an iron pin found; thence proceeding South 74 degrees 24 minutes 14 seconds West 749.81 feet to an iron pin found; thence proceeding North 03 degrees 21 minutes 42 seconds West 80.58 feet to an iron pin found; thence proceeding South 69 degrees 33 minutes 27 seconds West 283.24 feet to an iron pin found; thence proceeding South 68 degrees 39 minutes 35 seconds West 252.93 feet to an iron pin found on the Western land lot line of Land Lot 95, said district and county; thence proceeding along the Western land lot line of said Land Lot 95 North 00 degrees 04 minutes 54 seconds West 683.36 feet to an iron pin set; thence continuing along said land lot line North 00 degrees 08 minutes 22 seconds West 236.15 feet to an iron pin found; thence continuing along said land lot line North 01 degree 00 minutes 17 seconds East 286.71 feet to an iron pin found; thence continuing along the Western land lot line of said Land Lot 95 North 00 degrees 22 minutes 23 seconds West 145.45 feet to an iron pin set at a point where the land lot lines of Land Lots 95, 96, 65 and 66 of the 6th District of Clayton County, said iron pin being the POINT OF BEGINNING.

LESS AND EXCEPT any easements, rights of way or infrastructure of the Clayton County Water Authority existing on the property,

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, its heirs and assigns, so that neither the said party of the first part nor its heirs, nor any other person or persons claiming under it shall at anytime, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered
in the presence of:

**CLAYTON COUNTY WATER
AUTHORITY, a Political Subdivision of
the State of Georgia**

BY:

(SEAL) _____

Unofficial Witness

Notary Public

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

RESOLVED: to authorize the General Manager to sign a quitclaim deed that is subject to any infrastructure that Clayton County Water Authority might have on this property for the property of KBD Lovejoy, LLC at Tara Road and Tara Boulevard consisting of 37.2248 acres.

Marie Barber, Secretary/Treasurer, stated that the Board was in the company of celebrities. Mr. Brannan and Mr. Hicks had been on TV this past weekend. Ms. Barber added that they did a good job on the segment on water on Channel 2.

Upon Motion by Lloyd Joiner and seconded by Marie Barber 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.

After the Board returned to the open session a vote was taken for the condemnation of properties to secure easements for Divine Faith Ministries on Tara Boulevard, Battle Creek Commons on Battle Creek Road at Mt. Zion Boulevard and the Authority's 24" water line along East Atlanta Road at Old Conyers Road.

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

RESOLVED: to approve Mr. Brannan, General Manager, to proceed with the condemnations of properties to secure easements for Divine Faith Ministries on Tara Boulevard, Battle Creek Commons on Battle Creek Road at Mt. Zion Boulevard and the Authority's 24" water line along East Atlanta Road at Old Conyers Road.

Mr. Brannan stated that the Authority currently owns a piece of property south of Woolsey Road that backs up to the Tara Field property. The Authority has been approached by someone wanting to know if the Authority would want to dispose of this tract of land approximately 16.24 acres. If the Authority wanted to dispose of this property, we could not sell it outright, but would have to dispose of it by auction or sealed bids. Mr. Brannan stated that he knows that the Clayton County is still trying to do some things around Tara Field as far as acquiring property and maybe at some point in the future the County may need this property. The Authority is really not in the business of disposing of any property that we have acquired. Mr. Brannan's recommendation is not to dispose of this property even though we do not need it right now, but we may need it in the future or the Clayton County may need it as it backs up to Tara Field. The Board discussed this and agreed with Mr. Brannan that they did not want to dispose of this piece of property.

Mr. Brannan next made the Board aware of an issue with the Reeves Creek force main project at Spivey Glen on Walt Stephens Road. The contractor is going to have to bore one of those entrances into that subdivision which is going to cost about twenty-four thousand dollars (\$24,000). The original contract amount for that job was nine hundred fourteen thousand dollars (\$914,000). Because we are adding this bore on and some other things, the contract is going to come in over the initial amount by about twenty-four thousand dollars (\$24,000). Mr. Brannan stated that the Authority needs to do this bore and that is the recommendation from staff.

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

RESOLVED: to authorize the road bore under the subdivision street at Spivey Glen which will increase the amount of the contract by twenty-four thousand dollars (\$24,000).

Mr. Brannan stated that Ms. Juanita McGowan opened an account on a home that she was going to rent. Ms. McGowan signed the paperwork that included the agreement

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for water service on the back of the form which stated that the customer will maintain the plumbing in the home and faucets in an "off" position. The Authority instructs our field service representatives to look at the meter when they turn service on to make sure that the meter is not running if the customer is not at home using water. Our field service representative did not observe any water going through the meter.

Later, Ms. McGowan called and stated that she had been in the home doing things and had the water turned off. She added that our field service representative came and turned the water on and they had damage in the home to the carpet and sheetrock. Mr. Brannan explained to her that it was the customer's responsibility to maintain the plumbing in your own residence and the Authority had no way of knowing what was being done on the inside.

The Board stated that the policy had been set and Ms. McGowan had signed the agreement when she opened the account so therefore the Board would not make any exception.

Mr. Brannan reminded the Board about the fiftieth (50th) anniversary celebration of the Authority. On May 10th from 11:30 a.m. to 1:00 p.m., the Authority will be having an employee day with a luncheon and will present to them some item of remembrance for this special event.

On May 11th at 11:00 a.m., the Authority will have a program and hope to have the Governor, Congressman David Scott, and Senator Terrell Starr to say a few words along with Chairman Eldrin Bell and any Board member that would like to say something. The Authority would like to have all the past Board members to attend and anyone that has had anything to do with the Water Authority. JWA and our staff are working on the invitation and program along with the catering.

Mr. Brannan stated that he wanted to update the Board on the legislation for the Board compensation.

Board member, Allan Smith, stated that forty (40) days after the General Assembly's session ends, the act will become law unless the Governor were to veto it.

Mr. Hicks stated that the law goes into effect on the first day of the following month after the governor signs it and actually the Senate approved it on the 22nd of March. Because of that we did not prepare the Board's checks until the last minute waiting to see if the Governor had signed it in March and it would be effective in April. Therefore, the Board's direct deposit might be at the bank on Monday instead of Friday.

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Mr. Brannan mentioned that the Authority recently received bids on boring 24" casing into place for a water line project at Tara Boulevard and Tara Road. The low bid was \$160 per foot for the bore from Mid South Builders. The Authority has another project that needs a 24" casing bored into place for a water line project on Panhandle Road. This bore will be sixty (60) feet at a cost of \$160 per foot plus mobilization. Mr. Brannan stated that instead of going through the bidding process, he would like to use Mid South Builders, to do the road bore at Panhandle Road and based on their bid for the other project should cost in the range of eleven thousand dollars (\$11,000) on the low side and the most would be fourteen thousand (\$14,000). The Board was in agreement with this proposal.

Mr. Brannan explained that the Authority recently had two treated wastewater spills at the same place on different dates. We had rented generators from Cummins South that were tested, but failed to start during a power outage causing an eight million gallon (8,000,000) spill. Two weeks later, those temporary generators were moved and the permanent generators were put in and tested by the Southern Company. We had hard rain and wind causing a tree to fall on the power line, which caused the power to go out. A relay switch in the generator was set so sensitive, to protect the generators, that they failed to start causing another spill. This spill was four million (4,000,000) gallons. This was two different circumstances, same location, different generators, different companies, but we are going to be fined both times and we are going to make both vendors responsible for the amount of each fine.

Mr. Brannan wanted to remind the Board members of the AWWA trip to San Francisco. Ms. Matthews has made reservations for the flight and registered for the conference which will be June 11-15.

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

RESOLVED: that the regular session board meeting be adjourned.

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

Pete McQueen, Chairman

Walter Marie Barber, Secretary/Treasurer